

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
GENESIS CARE PTY LIMITED, <i>et al.</i> , ¹	)	Case No. 23-90614 (DRJ)
	)	
Debtors.	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION FOR ENTRY OF
INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO
(A) OBTAIN POSTPETITION FINANCING AND (B) USE CASH COLLATERAL,
(II) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE
EXPENSE CLAIMS, (III) GRANTING ADEQUATE PROTECTION TO
PREPETITION SECURED PARTIES, (IV) MODIFYING THE AUTOMATIC STAY,
(V) SCHEDULING A FINAL HEARING, AND (VI) GRANTING RELATED RELIEF**

Emergency relief has been requested. Relief is requested not later than June 1, 2023.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on June 1, 2023, at 3:30 p.m. (prevailing Central Time) in Courtroom 404, 4th floor, 515 Rusk Street, Houston, Texas 77002. Participation at the hearing will only be permitted by an audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at (832) 917-1510. Once connected, you will be asked to enter the conference room number. Judge Jones's conference room number is 205691. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Jones's homepage. The meeting code is "JudgeJones." Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Jones's homepage. Select the case name, complete the required fields and click "Submit" to complete your appearance.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://restructuring.ra.kroll.com/GenesisCare>. The location of Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 2270 Colonial Blvd., Fort Myers, FL 33907.

The above-captioned debtors and debtors in possession (collectively, the “Debtors” and, together with Genesis Care Pty Limited’s direct and indirect non-Debtor subsidiaries, the “Company”) respectfully submit this motion (this “Motion”)² seeking approval of postpetition debtor-in-possession financing and authority to use cash collateral. In support of this Motion, the Debtors submit: (a) the *Declaration of John Singh in Support of the Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the “Singh Declaration”), filed contemporaneously herewith; (b) the *Declaration of Brian J. Fox in Support of the Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the “Fox Declaration,” together with the Singh Declaration, collectively, the “DIP Declarations”), filed contemporaneously herewith; and (c) the First Day Declaration. In further support of this Motion, the Debtors respectfully state the following:³

² A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors’ chapter 11 cases, is set forth in the *Declaration of David Young, Chief Executive Officer of Genesis Care Pty Limited, in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed contemporaneously herewith.

³ Capitalized terms used but not immediately defined in this Motion shall have the meanings ascribed to them elsewhere in this Motion, in the First Day Declaration, the DIP Documents, or the Interim Order (each as defined herein), as applicable.

Preliminary Statement

1. The Debtors commenced these chapter 11 cases with less than \$8.0 million in available liquidity. The debtor-in-possession financing documented by the DIP Documents, and as described in this Motion, is essential for the Debtors to continue to operate their businesses during these chapter 11 cases, pursue a strategic alternatives process for their U.S. business (the “U.S. Business”), and confirm a value-maximizing chapter 11 plan of reorganization.

2. The DIP Lenders, including (i) an ad hoc group of Prepetition SFA Lenders (the “Ad Hoc Term Lender Group”) which have agreed to backstop the DIP Commitments (such members, the “Backstop Parties”) and (ii) a subset of Consenting Lenders under the Prepetition SFA to be determined following a syndication process to be conducted after the Petition Date, have agreed to provide the Debtors with a \$800 million super-priority, multiple draw debtor-in-possession term loan credit facility (the “DIP Facility”). The proposed DIP Facility consists of \$200 million of new money loans (the “New Money DIP Term Loans”), of which \$90 million will become immediately available to the Debtors upon entry of the Interim Order (the “Initial Draw”), and the remainder will become available (in the amount of \$110 million) upon the entry of the Final Order. Further, the DIP Facility includes a three-to-one “roll up” of Prepetition SFA Loans into DIP Loans, of up to \$600 million of the Prepetition SFA Obligations held by the DIP Lenders, as New Money DIP Term Loans are actually funded (*i.e.* upon entry of the Interim Order and the Initial Draw, a \$270 million “roll up” on a three-to-one cashless basis of outstanding prepetition loans, and upon entry of the Final Order, and funding of the second tranche of delayed draw term loans, the remaining \$330 million “roll up” (the “Roll-Up DIP Loans,” together with the New Money DIP Term Loans, collectively, the “DIP Loans”).

3. The DIP Facility is critical to the Debtors’ ability to operate in these cases and to maximize estate value. The DIP Facility is the product of extensive, hard fought, and arm’s-

length negotiations between the Debtors, the Ad Hoc Term Lender Group, in their capacity as Backstop Parties, and the proposed DIP Lenders, over the last several weeks. *See* Singh Decl. ¶¶ 11-15. During that time, the Debtors and the Backstop Parties (through their respective advisors) exchanged multiple drafts of term sheets outlining the terms of the DIP Facility, held multiple phone conferences negotiating the same, and took several different steps to increase the amount of potential funding and number of potential DIP Lenders. *Id.* at 12-14. The DIP Facility will provide the Debtors with access to the amount of capital that the Debtors, in consultation with their advisors, believe is necessary to effectively and efficiently administer these chapter 11 cases and to maintain operations during these chapter 11 cases without significant interruption. *See id.* at ¶ 16. The Prepetition SFA Secured Parties have also consented or are deemed to have consented to the Debtors' use of their cash collateral in compliance with the Budget and in exchange for the package of adequate protection provided under the DIP Documents and the Interim Order.

4. While negotiating with the Debtors' existing lenders, the Debtors, with the assistance of their investment banker PJT Partners LP ("PJT"), evaluated opportunities for out-of-court and in-court financing, including the availability and viability of third-party financing as an alternative to the DIP Facility. As described in the Singh Declaration, prior to the Petition Date, the Debtors submitted a utilization request to draw down on the remaining AUD \$120.5 million commitments under its revolving credit facilities. *Id.* ¶ 8. Despite being legally required to do so, certain revolving lenders (the "Non-Participating Banks") declined to fund their approximately AUD \$76 million of commitments, leaving the Debtors with a significant liquidity shortfall. *Id.* at 9. Considering the Company's quickly deteriorating liquidity position, the Debtors were forced to quickly pivot to solicit proposals for DIP financing.

Id. PJT contacted several third-party financial institutions regarding potential postpetition financing. *See id.* at ¶ 14. Despite this outreach, the Debtors received no third-party financing proposals. *Id.* Accordingly, the Debtors negotiated intensely, over the course of several hard-fought weeks, with the Backstop Parties and the other potential DIP Lenders regarding the terms and provisions of the DIP Facility. *Id.* at 15. The DIP Facility represents the only viable path to postpetition financing for the Debtors. Entry into the DIP Facility is a sound exercise of the Debtors' sound business judgment, and the DIP Facility should be approved.

5. The DIP Facility will provide the Debtors with access to crucially needed liquidity that will enable the Debtors to, among other things, honor employee wages and benefits (including for their physicians), procure goods and services, fund general and corporate operating needs, make payments to critical vendors, satisfy certain non-US debt obligations, pursue the strategic alternatives process for the U.S. Business, and administer these chapter 11 cases, in each case in accordance with the agreed-upon Budget, including, at the outset of these cases, the Initial DIP Budget (attached to the Interim Order as Schedule 1). As security for the DIP Loans, all of the Debtors will guarantee the obligations under the DIP Facility and grant the liens described herein.

6. In addition, by this Motion, the Debtors seek the Court's authorization to access and use cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the "Cash Collateral"). Access to Cash Collateral, in addition to the liquidity provided by the DIP Facility, will enable the Debtors to operate their businesses and administer their estates for the benefit of their stakeholders. The Debtors' Prepetition SFA Secured Parties (as defined in the Interim Order) have consented or are deemed to have consented to the continued use of Cash Collateral on the terms included in the Interim Order and in accordance with the Budget.

7. The relief requested by this Motion is necessary to preserve the Debtors' operations and maximize the value of the Debtors' estates for the benefit of all creditors. For the reasons set forth in this Motion, the First Day Declaration, and the DIP Declarations, the DIP Facility and continued use of Cash Collateral, on the terms set forth in the Interim Order, are necessary to avoid immediate and irreparable harm and are in the best interests of the Debtors, their estates, and all stakeholders. The Debtors respectfully request that the Court enter the Interim Order.

Jurisdiction and Venue

8. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). The Debtors confirm their consent to the Court's entry of a final order in connection with this motion.

9. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

10. The bases for the relief requested herein are sections 105, 361, 362, 363, 364, 503, and 507 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2002 and 4001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), rules 2002-1, 4001-1, 4002-1, and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local Rules"), and the *Procedures for Complex Chapter 11 Cases in the Southern District of Texas* (the "Complex Case Procedures").

Relief Requested

11. The Debtors seek entry of an interim order, substantially in the form attached hereto as **Exhibit A** (the "Interim Order"), and a final order (the "Final Order,"⁴ respectively, and together, the "DIP Orders") providing:

⁴ The Debtors will file the form of Final Order prior to the Final Hearing (as defined herein).

- (a) authorization for the Borrowers to obtain, and for each of the Guarantors (together with the Borrowers, the “DIP Loan Parties”) to guarantee, on a joint and several basis, the Borrower’s obligations under the DIP Facility, a superpriority senior-secured debtor-in-possession term loan facility (the commitments thereunder, the “DIP Commitments,” comprised of (i) New Money DIP Term Loans in an aggregate principal amount of up to \$200 million; and (ii) the Roll-Up DIP Loans in an aggregate principal amount of up to \$600 million (the “Roll-Up Amount”)), whereby Prepetition Obligations in such amount shall be converted into Roll-Up DIP Loans on a three dollar for one dollar basis at such time as the New Money DIP Term Loans are actually funded;
- (b) authorization to convert the Roll-Up Amount into DIP Obligations (as defined herein) under the DIP Facility in accordance with the terms of the DIP Credit Agreement (as defined herein) and the Interim Order;
- (c) authorization for the DIP Loan Parties to enter into that certain Senior Secured Superpriority Debtor-in-Possession Credit Agreement, substantially in the form attached hereto as **Exhibit B** (the “DIP Credit Agreement”), and the other DIP Documents (as defined herein), and to perform their respective obligations thereunder and all such other and further acts as may be necessary, appropriate, or desirable in connection with the DIP Facility, including executing and delivering all related instruments and documents, together with the DIP Credit Agreement, (the “DIP Documents”);
- (d) authorization for the Debtors to use the proceeds of the DIP Facility in accordance with the budget prepared by the Debtors and annexed to the Interim Order as Schedule 1 (the “Initial DIP Budget” and, as updated, amended, supplemented, otherwise modified, or replaced, from time to time, pursuant to the DIP Documents, the Interim Order, and the Final Order (as defined herein), the “Budget”), subject to permitted variances as set forth in the DIP Credit Agreement, and as otherwise provided herein and in the other DIP Documents;
- (e) authorization for the Debtors to use Cash Collateral in accordance with the terms of the Interim Order, the Budget, and the DIP Credit Agreement;
- (f) the granting of adequate protection to the Prepetition Secured Parties as provided in the Interim Order (the “Adequate Protection”) to protect against any diminution in value of the Prepetition Secured Parties’ interests in the Prepetition SFA Collateral (including Cash Collateral) (collectively, the “Diminution in Value”);
- (g) authorization for the Debtors to incur and pay (whether in cash or in-kind, as applicable) under the DIP Credit Agreement and other DIP Documents, the principal, interest, and fees under the DIP Documents, including those certain professional fees payable under the DIP Documents and any such other amounts payable under the DIP Documents (the “DIP Obligations”) as such amounts become earned, due, and payable, all to the extent provided in, and in accordance with, the Interim Order and the DIP Documents;

- (h) the granting to the DIP Collateral Agent, for the benefit of itself and the other DIP Secured Parties, of valid, enforceable, non-avoidable, and fully perfected security interests in and liens upon all real and personal property of the DIP Loan Parties, except as otherwise specifically provided herein or in the DIP Documents, of any kind or nature whatsoever, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, whether existing prior to or arising after the Petition Date, and all other estate property, on the terms and conditions (including with respect to lien priority) set forth herein and in the other DIP Documents;
- (i) the granting of superpriority administrative expense claims in favor of the DIP Secured Parties on account of the DIP Obligations to the extent set forth in the DIP Orders;
- (j) the vacation and modification of the automatic stay imposed under section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Facility, the DIP Documents, and the Interim Order;
- (k) authorization for the Borrower, upon entry of the Interim Order, to request, borrow, and draw New Money DIP Term Loans, as set forth in the DIP Credit Agreement, subject to the provisions of the Interim Order, including drawing the Initial Draw immediately upon entry of the Interim Order;
- (l) the scheduling of a final hearing (the “Final Hearing”) to consider the relief requested herein and entry of the Final Order within thirty five (35) days of the Petition Date; and
- (m) granting related relief.

**Concise Statement of the Material Terms of the Interim Order Pursuant to
Bankruptcy Rule 4001 and the Procedures for Complex Cases
in the United States Bankruptcy Court for the Southern District of Texas**

12. The following chart contains a summary of the material terms of the proposed Interim Order, together with references to the applicable sections of the Interim Order and other relevant source documents, including the DIP Credit Agreement, as required by Bankruptcy Rules 4001(b)(1)(B) and 4001(c)(1)(B) and the *Procedures for Complex Cases in the Southern District of Texas* (the “Complex Case Procedures”).⁵

⁵ The summaries contained in this Motion are qualified in their entirety by the provisions of the Interim Order and the documents referenced. To the extent anything in this Motion is inconsistent with such documents, the terms of the Interim Order and applicable documents shall control. Capitalized terms used in this summary

Bankruptcy Code	Summary of Material Terms
Borrowers Bankruptcy Rule 4001(c)(1)(B)	Genesis Specialist Care Finance UK Limited and Genesis Care USA Holdings, Inc. <i>See</i> DIP Credit Agreement, Preamble.
Guarantors Bankruptcy Rule 4001(c)(1)(B)	Each of the Debtors, including all guarantors under the Prepetition SFA. <i>See</i> DIP Credit Agreement § 1.1.
DIP Lenders Bankruptcy Rule 4001(c)(1)(B)	Certain Consenting SFA Lenders or their affiliates or related funds, in their capacities as postpetition financing lenders. <i>See</i> DIP Credit Agreement, § 1.1.
Maturity Date Bankruptcy Rule 4001(b)(1)(B)(iii), 4001(c)(1)(B)	Borrowings shall be repaid in full and in cash, and the commitments shall terminate, on the earliest to occur of the following: (a) the date that is 364 days after the Closing Date; (b) thirty-five (35) days after the entry of the Interim Order if the Final Order has not been entered by the Bankruptcy Court, unless otherwise extended by the Requisite Lenders; (c) the consummation of any section 363 sale of all or substantially all of the Debtors' assets except for the U.S. Business; (d) the effective date and the date of the substantial consummation (as defined in section 1102(2) of the Bankruptcy Code) of a plan of reorganization that has been confirmed by an order of the Bankruptcy Court; and (e) the acceleration of the DIP Loans or termination of the DIP Commitments under the DIP Facility, including as a result of the occurrence of an Event of Default. <i>See</i> DIP Credit Agreement §§ 1.1, 2.3.
DIP Commitments Bankruptcy Rule 4001(c)(1)(B)	The DIP Facility consists of a secured, superpriority, priming debtor-in-possession multi-draw term loan facility with a maximum principal amount of \$800 million, to be funded as follows: (a) \$90 million upon the Court's entry of an Interim Order approving the DIP Facility and satisfaction of other conditions in the DIP Documents; (b) \$110 million upon the Court's entry of the Final Order upon satisfaction of the conditions set forth in the DIP Documents; and (c) "roll-up" term loans up to \$600 million, whereby Prepetition SFA Obligations shall be converted into Roll-Up DIP Loans on a three dollar for one dollar basis as New Money DIP Term Loans are drawn. <i>See</i> DIP Credit Agreement, Recitals; Interim Order, ¶ 2.
Conditions of Borrowing Bankruptcy Rule 4001(c)(1)(B)	The DIP Orders and DIP Documents include standard and customary conditions of borrowing, the satisfaction of which is a condition precedent to the obligations of the DIP Lenders to provide the DIP Facility. <i>See</i> DIP Credit Agreement § 5.2.
Interest Rates Bankruptcy Rule	All amounts outstanding under the New Money DIP Term Loans will bear interest at the rate of SOFR (subject to customary credit spread adjustments and 1.00% floor) + 10.00%

chart but not otherwise defined have the meanings ascribed to them in the DIP Documents or the Interim Order, as applicable.

Bankruptcy Code	Summary of Material Terms
4001(c)(1)(B)	<i>per annum</i> and 1.50% <i>per annum</i> of such interest such interest shall be payable in cash and the remainder of such interest shall be payable in kind. All amounts outstanding under the Roll-Up DIP Loans shall bear interest at the <i>per annum</i> non-default rate as set forth in the Prepetition SFA and 1.50% <i>per annum</i> of such interest shall be payable in cash and the remainder of such interest shall be payable in kind. Upon the occurrence and during the continuance of an Event of Default, upon the election of the Requisite Lenders, the DIP Loans shall bear interest at an additional 2.00% per annum, and any overdue amounts shall bear interest at the applicable non-default interest rate plus an additional 2.00% per annum. Default interest shall be payable on demand. See DIP Credit Agreement § 2.14.
Use of DIP Facility and Cash Collateral Bankruptcy Rule 4001(b)(1)(B)(ii)	The proceeds of the DIP Facility will be used in accordance with the terms of the Budget, including: (a) The New Money DIP Term Loans shall be used: i. to pay transaction costs, fees, and expenses that are incurred in connection with the DIP Facility, for working capital and general corporate purposes of the DIP Loan Parties; ii. to fund the Carve Out upon the delivery of the Carve Out Trigger Notice; iii. to make payments for Adequate Protection Obligations; iv. to pay certain critical vendors (including non-U.S. vendors), Australian, UK, Spanish, and rest of the world intercompany loans (to be used for working capital and general corporate purposes) and certain other debt obligations of the Debtors, excluding any debt obligations entered into with any third party and secured by Prepetition SFA Collateral; v. to finance a strategic alternatives process for the business of the U.S. Debtors; and vi. to pay professional fees due and payable under the DIP Facility and to finance administration of the chapter 11 cases; (b) The New Money DIP Term Loans, the Carve Out, and the Cash Collateral may be used: i. to pay the Investigation Budget in an amount not to exceed \$50,000. See DIP Credit Agreement § 4.16.
Entities with Interests in Cash Collateral Bankruptcy Rule 4001(b)(1)(B)(i)	The Prepetition Secured Parties. See Interim Order ¶ E(v).
Fees Bankruptcy Rule 4001(c)(1)(B)	The DIP Facility includes the following fees: (a) <u>Commitment Premium</u>. The Backstop Parties shall receive a commitment premium with respect to the New Money DIP Term Loans as set forth in the Commitment Letter (as defined in the DIP Documents). (b) <u>Closing Fee</u>. The Backstop Parties shall receive 3.00% of the aggregate principal amount of New Money DIP Term Loans, which fee shall be payable in kind. (c) <u>Ticking Fee</u>. The DIP Lenders shall receive 0.75% <i>per annum</i> of the aggregate

Bankruptcy Code	Summary of Material Terms
	unfunded commitments with respect to the New Money DIP Term Loans, which fee shall be payable in kind. (d) <u>Exit Fee</u>. If the Debtors elect to repay the DIP Facility either partially or in full, in cash, the DIP Lenders shall receive 3.00% of the aggregate principal amount of actually funded New Money DIP Term Loans, which fee shall be payable in cash. <i>See DIP Credit Agreement, § 2.8.</i>
DIP Budget and Reporting Bankruptcy Rule 4001(c)(1)(B)	The proceeds from the DIP Facility are subject to the Budget. The Initial DIP Budget is attached as <u>Schedule 1</u> to the Interim Order. <i>See Interim Order ¶ 6; DIP Credit Agreement, §§ 4.21, 6.10.</i>
Variance Covenant Bankruptcy Rule 4001(c)(1)(B)	Commencing on the fourth Thursday after the date of entry of the Interim Order, and on a bi-weekly (every two-week) basis thereafter (by 5:00 p.m. (prevailing Eastern time) on each such applicable Thursday, or the successive business day if such Thursday is not a business day, a “<u>Variance Report Date</u>”), the Debtors shall deliver by email to the DIP Agents, for distribution to the DIP Lenders, a variance report (each, a “<u>Budget Variance Report</u>”) for the immediately preceding four-week Variance Period (as defined below) (i) comparing, in each case not to exceed 20% (receipts) and 15% (disbursements) on a regional basis with respect to each of the following regions: (x) U.S. and (y) rest of world (collectively, the “<u>Prohibited Variance</u>”), actual cash receipts on an aggregate basis and, separately, actual cash disbursements on an aggregate basis (excluding professional fees and expenses), in each case, on an aggregate basis, for such Variance Period to the projected receipts and disbursements (excluding professional fees and expenses), respectively, on regional basis with respect to each of the following regions: (x) U.S. and (y) rest of world, set forth in the Budget for such four-week period after the Petition Date (each such period and successive four-week period, a “<u>Variance Period</u>”) and (ii) describing in adequate detail all material variances. <i>See DIP Credit Agreement, § 6.10(c).</i>
Chapter 11 Milestones Bankruptcy Rule 4001(c)(1)(B)	The DIP Documents shall contain the following chapter 11 milestones: (a) No later than 2 business days after the Petition Date, the Bankruptcy Court shall have entered an Interim Order; (b) No later than 35 days after the Petition Date, the Bankruptcy Court shall have entered a Final Order acceptable in form and substance to the DIP Agents, the Requisite Lenders, and the Debtors; (c) No later than 45 days after the Petition Date, the Debtors shall deliver a business plan in a form acceptable to the Requisite Lenders and reasonably acceptable to the Debtors; (d) No later than 75 days after the Petition Date, the Debtors shall file a plan of reorganization that provides for the repayment in full of all DIP Obligations and is otherwise reasonably acceptable to the Requisite Lenders and the Debtors (an “<u>Acceptable Plan</u>”) and disclosure statement with respect to an Acceptable Plan (the “<u>Disclosure Statement</u>”) with the Bankruptcy Court; (e) No later than 60 days after the filing of an Acceptable Plan, the Bankruptcy Court shall have entered an order approving the Disclosure Statement; (f) No later than 130 days after the filing of an Acceptable Plan, the Bankruptcy Court shall have entered an order approving the Acceptable Plan; and (g) No later than 150 days after the filing of an Acceptable Plan, the plan effective

Bankruptcy Code	Summary of Material Terms
	date shall have occurred. <i>See DIP Credit Agreement, § 1.1, Schedule IV.</i>
Sale Milestones Bankruptcy Rule 4001(c)(1)(B)	The DIP Documents shall contain the following sale milestones: (a) On or before the Petition Date, the Debtors shall begin outreach to potential purchasers of the U.S. Business; (b) No later than 10 days after the Petition Date, the Debtors shall provide the potential purchasers with access to a data room (extension to which shall not be unreasonably withheld); (c) No later than 40 days after the Petition Date, the Debtors shall have delivered a winddown plan for the U.S. Business (the “<u>U.S. Winddown Plan</u>”) reasonably acceptable to the Requisite Lenders; (d) No later than 45 days after the Petition Date, the Bankruptcy Court shall have entered an order approving bidding procedures in respect of the sale of the U.S. Business; (e) No later than 75 days after the Petition Date, the Debtors shall have conducted a management presentation for potential purchasers (extension to which shall not be unreasonably withheld); (f) No later than 110 days after the Petition Date, the deadline to bid for the U.S. Business shall have occurred; (g) No later than 115 days after the Petition Date, an auction of the U.S. Business (if necessary) shall have commenced; (h) No later than 125 days after the Petition Date, the Bankruptcy Court shall have entered a sale order of the U.S. Business; (i) No later than 145 days after the Petition Date, the sale of the U.S. Business shall have closed. In the event that one or more of the milestones (a), (b), (d), and (e)–(i) in this section are breached, absent the consent of the Requisite Lenders, the DIP Loan Parties shall cease pursuing the sale process of the U.S. Business and commence the U.S. Winddown Plan within ten (10) business days after such breach. <i>See DIP Credit Agreement, § 1.1, Schedule IV.</i>
Liens and Priorities Bankruptcy Rule 4001(c)(1)(B)(i)	Pursuant to sections 364(c)(2), (c)(3), and (d)(1) of the Bankruptcy Code, subject to and subordinate to the Carve Out, all amounts owing by the Debtors under the DIP Facility and the obligations of the Guarantors in respect thereof will be secured by a perfected, first-priority security interest in and lien on all assets of the DIP Loan Parties and the proceeds thereof, including, without limitation, upon entry of the Final Order, a valid, enforceable, fully perfected lien on claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code and any proceeds recovered therefrom, with the priority set forth in the immediately succeeding paragraph and subject to customary limitations and exclusions. The liens and security interests granted under the DIP Facility (i) will prime and be senior to the valid, perfected, and unavoidable liens and security interests in the Prepetition SFA Collateral, (ii) will be senior to the Adequate Protection Liens, and (iii) will be junior to (a) the Carve Out and (b) valid, perfected, and unavoidable liens in favor of third parties (other than liens on the Prepetition SFA Collateral) that were in existence immediately prior to the Petition Date.

Bankruptcy Code	Summary of Material Terms
	In the chapter 11 cases, the DIP Agents and DIP Lenders will also be granted in each of the Interim Order and the Final Order a super-priority administrative claim under section 364(c)(1) of the Bankruptcy Code for the payment of the obligations under the DIP Facility with priority above all other administrative claims to the extent allowed under the Bankruptcy Code, and subject and subordinate to the Carve Out. <i>See Interim Order ¶ 4.</i>
Carve Out Bankruptcy Rule 4001(c)(1)(B)	The DIP Orders provide a “Carve Out” of certain statutory fees and allowed professional fees of the Debtors pursuant to section 1103 of the Bankruptcy Code. <i>See Interim Order ¶ 7.</i>
Challenge Deadline Bankruptcy Rule 4001(c)(1)(B)	A Challenge shall be filed for (a) any party in interest other than the Committee (if appointed) no later than the date that is seventy-five (75) days from entry of the Interim Order and for (b) the Committee, no later than sixty (60) days from the appointment of the Committee, in each case subject to further extension by written agreement (which writing may be in the form of e-mail by counsel) of the Debtors and the Prepetition Agent (at the direction of the Prepetition SFA Lenders pursuant to the Prepetition SFA) each in their sole discretion, the “<u>Challenge Period</u>”); <i>provided</i>, in the event that, prior to the expiration of the Challenge Period, (x) the chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code or (y) a chapter 11 trustee is appointed in the chapter 11 cases, then in each such case, the Challenge Period shall be extended for a period of twenty (20) calendar days solely with respect to any Trustee, commencing on the occurrence of either of the events described in the foregoing clauses (x) and (y). <i>See Interim Order ¶ 24.</i>
Adequate Protection Bankruptcy Rules 4001(b)(1)(B)(iv), 4001(c)(1)(B)(ii)	The adequate protection provided to the Prepetition Secured Parties shall be in accordance with the Interim Order. <i>See Interim Order ¶ 13.</i>
Events of Default Bankruptcy Rule 4001(c)(1)(B)	The DIP Credit Agreement contains events of default that are usual and customary for debtor-in-possession financings, including without limitation, failure to comply with the Budget (subject to the permitted variances) and failure to satisfy any of the Milestones (unless waived in writing by the Required DIP Lenders). <i>See DIP Credit Agreement § 8.1.</i>
Waiver/Modification of the Automatic Stay Bankruptcy Rule 4001(c)(1)(B)(iv)	Pursuant to the Interim Order, the automatic stay provisions of section 362 of the Bankruptcy Code are modified to the extent necessary to implement and effectuate the terms of the Interim Order. <i>See Interim Order ¶ 41.</i>
Indemnification Bankruptcy Rule 4001(c)(1)(B)(ix)	The DIP Loan Parties shall, jointly and severally, be obligated to indemnify and hold harmless the Prepetition Agent, DIP Agents, each of the DIP Lenders, and each of their respective affiliates, officers, directors, fiduciaries, employees, agents, advisors, attorneys, and representatives from and against all losses, claims, liabilities, damages, and expenses (including out-of-pocket fees and disbursements of counsel) in connection with any investigation, litigation, or proceeding, or the preparation of any defense with respect thereto, arising out of or relating to the DIP Facility or the transactions contemplated in the DIP Credit Agreement. <i>See DIP Credit Agreement § 2.20; Interim Order ¶ 22(b).</i>

Statement Regarding Significant Provisions

13. The DIP Orders contain certain of the provisions (the “Significant Provisions”)⁶ identified in paragraph 8 of the Complex Case Procedures as set forth below:

- a. ***Sale or Plan Confirmation Milestones.*** The DIP Credit Agreement contains milestones regarding (i) the sale of the U.S. Business and (ii) the chapter 11 cases, as outlined in the summary of material terms.
- b. ***No-Cross Collateralization.*** The DIP Orders do not authorize, and the DIP Facility does not provide for, any cross-collateralization of the Debtors’ funded debt.
- c. ***Roll Up.*** Up to \$600 million in principal amount of the outstanding principal balance under the Prepetition SFA Obligations held by the DIP Lenders (as defined in the Interim Order) shall be converted into Roll-Up DIP Loans on a three dollar for one dollar basis based on the amount of New Money DIP Term Loans actually funded (*i.e.* upon entry of the Interim Order and the Initial Draw, a \$270 million “roll up” on a three-to-one cashless basis of outstanding prepetition loans, and upon entry of the Final Order, and funding of the second tranche of delayed draw term loans, the remaining \$330 million “roll up”). *See* Interim Order, Introduction ¶ b.
- d. ***Liens on Avoidance Actions or Proceeds of Avoidance Actions.*** The Interim Order grants the DIP Collateral Agent for the benefit of the DIP Secured Parties liens on all assets of the DIP Loan Parties and the proceeds thereof, including, subject to entry of the Final Order, a valid, enforceable, fully perfected lien on claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code and any proceeds recovered therefrom, or any other avoidance actions under the Bankruptcy Code whether pursuant to federal law or applicable state law. *See* Interim Order ¶ 4.
- e. ***Default Provisions and Remedies.*** The Debtors shall as soon as reasonably practicable provide notice to counsel to the DIP Agents and the Prepetition Agents of the occurrence of any DIP Termination Event. Upon the occurrence of a DIP Termination Event (regardless of whether the Debtors have given the notice described in the previous sentence) and upon the request of the Requisite Lenders,

⁶ Significant Provisions refer to those provisions that contain: (a) sale or plan confirmation milestones; (b) cross collateralization; (c) roll ups; (d) liens on avoidance actions or proceeds of avoidance actions; (e) default provisions and remedies that are self-executing or preclude court oversight, including: (i) provisions terminating the automatic stay without further order, (ii) provisions waiving rights to challenge lenders’ ability to exercise post-default remedies; and (iii) provisions limiting required proof or altering the burden of proof at post-default hearings; (f) releases of claims; (g) limitations on the use of cash collateral or DIP proceeds (other than general “Carve Outs”) to pay approved fees and expenses of advisors to official committees or future trustees; (h) non-consensual priming liens; or (i) any other provision that limits the ability of estate fiduciaries to fulfill their duties under the Bankruptcy Code and applicable law.

the commitment of each DIP Lender to make DIP Loans will be terminated (to the extent any such commitment remains under the DIP Facility) and all obligations under the DIP Facility shall become due and payable, and the DIP Lenders shall be entitled to file a motion with the court seeking emergency relief from the automatic stay (the “Stay Relief Motion”) upon no less than three (3) business days’ written notice (the “Notice Period”), to counsel to the Debtors and their counsel, the U.S. Trustee, and counsel to any Committee. At the hearing on the Stay Relief Motion, the Court may fashion an appropriate remedy, including that (i) the DIP Agents, acting at the direction of the Requisite Lenders, may exercise any rights and remedies against the DIP Collateral available to it under the Interim Order, the DIP Credit Agreement, the other DIP Documents, and applicable non-bankruptcy law, and the DIP Agents, acting at the direction of the Requisite Lenders, may exercise such other rights available to it under the DIP Documents or the Interim Order, as applicable, and (ii) the Prepetition Secured Parties may exercise any rights and remedies in accordance with applicable state law and the Interim Order to satisfy the Prepetition Obligations, the Adequate Protection Claims and any other Adequate Protection Obligations, subject to the DIP Obligations, the DIP Superpriority Claims and, in each case, subject and subordinate in all respects to the Carve Out. The DIP Agents, the DIP Lenders, and the Prepetition Secured Parties agree not to oppose a request by the Debtors for an expedited hearing filed during such Notice Period to determine whether a DIP Termination Event has occurred in accordance with the Interim Order, the DIP Credit Agreement, or the other DIP Documents. Interim Order ¶ 17.

- f. ***Releases of Claims.*** Effective upon entry of the Interim Order, subject to the rights of parties in interest, other than the Debtors, pursuant to paragraphs 23 and 24 of the Interim Order, each of the Debtors and the Debtors’ estates, on its own behalf and on behalf of its past, present, and future predecessors, successors, heirs, subsidiaries, and assigns, hereby absolutely, unconditionally, and irrevocably releases and forever discharges and acquits the DIP Agents, the DIP Lenders, the Prepetition Agents, and the Prepetition Secured Parties, and their respective affiliates, and each of their respective former or current officers, partners, directors, managers, owners, members, principals, employees, agents, related funds, investors, financing sources, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and the respective successors and assigns thereof, solely in their capacities as such (collectively, the “Released Parties”), from any and all obligations and liabilities to the Debtors (and their successors and assigns) and from any and all claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions, and causes of action arising prior to the Petition Date of any kind, nature, or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or in equity, upon contract, tort, or under any state or federal law or otherwise, arising out of or related to the DIP Facility, the DIP Obligations, the DIP Liens, the DIP Credit Agreement, the other DIP Documents, the Prepetition SFA, the Prepetition Obligations, the Prepetition Liens, the

obligations owing and the financial obligations made thereunder, the negotiation of any of the foregoing, in each case that the Debtors at any time had, now have, or may have, or that their successors or assigns hereafter can or may have, against any of the Released Parties for or by reason of any act, omission, matter, cause, or thing whatsoever arising at any time on or prior to the date of the Interim Order; *provided*, that nothing therein shall relieve the Released Parties from fulfilling their obligations under the DIP Credit Agreement, the other DIP Documents, and the Interim Order. *See* Interim Order ¶ 25.

- g. ***Limitations on the Use of DIP Facility Proceeds, DIP Collateral, and Cash Collateral.*** Notwithstanding any other provision of the Interim Order or any other order entered by the Court, no DIP Loans, DIP Collateral, Prepetition SFA Collateral (including Cash Collateral) or any portion of the Carve Out, may be used directly or indirectly, including without limitation through reimbursement of professional fees of any non-Debtor party, in connection with (a) the investigation, threatened initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation (i) against any of the DIP Secured Parties, or the Prepetition Secured Parties, or their respective Representatives (in their capacities as such), or any action purporting to do the foregoing in respect of the DIP Obligations, DIP Liens, DIP Superpriority Claims, Prepetition SFA Obligations, or (ii) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset with respect to the DIP Obligations, the Prepetition SFA Obligations and/or liens, claims, rights, or security interests securing or supporting the DIP Obligations granted under the DIP Orders, the DIP Documents or the Prepetition Credit Documents in respect of the Prepetition SFA Obligations, including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to sections 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise (provided that, notwithstanding anything to the contrary herein, the proceeds of the DIP Loans and DIP Collateral (including Cash Collateral) may be used by the Committee to investigate, but not to prosecute, (A) the claims and liens of the Prepetition Secured Parties and (B) potential claims, counterclaims, causes of action or defenses against the Prepetition Secured Parties, up to an aggregate cap of no more than \$50,000 (the “Investigation Budget”)), (b) attempts to prevent, hinder, or otherwise delay or interfere with the Prepetition Secured Parties’ or the DIP Secured Parties’, as applicable, enforcement or realization on the Prepetition SFA Obligations, Prepetition SFA Collateral, DIP Obligations, DIP Collateral, as applicable, and the liens, claims and rights granted to such parties under the DIP Orders; (c) attempts to seek to modify any of the rights and remedies granted to the Prepetition Secured Parties or the DIP Secured Parties under the Interim Order, the Prepetition Credit Documents or the DIP Documents, as applicable, other than in accordance with the Interim Order; (d) to apply to the Court for authority to approve superpriority claims or grant liens (other than the liens and claims permitted by the DIP Documents) or security interests in the DIP Collateral or any portion thereof that are senior to, or on parity with, the DIP Liens and DIP Superpriority Claims; or (e) to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments are

authorized by the Court, agreed to in writing by the DIP Lenders, expressly permitted under the Interim Order or under the DIP Documents (including the Budget, subject to permitted variances), in each case unless all DIP Obligations, Prepetition SFA Obligations, Adequate Protection Obligations, and claims granted to the DIP Secured Parties and Prepetition Secured Parties under the Interim Order, have been paid in full in cash or otherwise agreed to in writing by the DIP Secured Parties. *See* Interim Order ¶ 23.

- h. ***Non-Consensual Priming Liens.*** The DIP Orders grant the DIP Collateral Agent for the benefit of the DIP Secured Parties fully perfected first priority priming liens on all DIP Collateral to the extent that such DIP Collateral is subject to any of the Prepetition SFA Liens. *See* Interim Order ¶ 4(b).
- i. ***No Limitation on the Ability of Estate Fiduciaries to Fulfill Their Duties.*** The DIP Orders do not limit the ability of the estate fiduciaries to fulfill their duties under the Bankruptcy Code and applicable law.

14. As required by paragraph 8 of the Complex Case Procedures, the inclusion of each of the applicable Significant Provisions in the DIP Facility is appropriate and necessary to permit the Debtors' access to the DIP Facility. The terms and conditions of each of the Significant Provisions included in the DIP Orders are the result of arm's-length and hard-fought negotiations between the Debtors and the DIP Lenders, including the Backstop Parties, which parties are unwilling to provide the DIP Facility absent the inclusion of these provisions. Further, no other existing stakeholder or third party has presented a lower cost or otherwise better DIP financing proposal. As set forth herein, in the First Day Declarations, and in the DIP Declarations granting the relief requested pursuant to the Interim Order is critical to the continued operation of the Debtors' businesses and will permit the Debtors to smoothly transition into these chapter 11 cases, preserving the value of the Debtors' estates for all parties in interest. In light of the foregoing, the Debtors submit that the Significant Provisions in the Interim Order are appropriate and necessary under the facts and circumstances of these chapter 11 cases and should be approved.

I. The Debtors' Prepetition Capital Structure

15. The following table summarizes the Debtors' prepetition capital structure:

<i>(\$ in millions)</i>	Principal Amount
Secured Debt Facilities	
<i>TLB</i>	\$1,547
<i>RCF</i>	\$81
<i>KKR Loan</i>	\$56
<i>APH Loan</i>	\$31
Total Funded Debt	\$1,714

A. The Prepetition SFA.

16. Genesis Care Finance Pty Ltd ("GC Finance") and certain of its subsidiaries entered into that certain senior facilities agreement dated October 23, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, including as amended and restated by each amendment and restatement agreement dated February 28, 2020, March 19, 2020, and June 1, 2023 and by an amendment letter dated October 1, 2021, the "Prepetition SFA") among Genesis Specialist Care Finance UK Limited, the additional borrowers and guarantors party thereto, the lenders from time to time party thereto (collectively, the "Prepetition Lenders"), Kroll Agency Services Limited, as facility agent for the lenders (the "Prepetition SFA Facility Agent"), and Kroll Trustee Services Limited, as security agent for the lenders (together with the Prepetition SFA Facility Agent, the "Prepetition Agents"). The Prepetition SFA is comprised of two separate tranches of funded debt, each guaranteed by certain subsidiaries of the Company and secured by first-priority liens on substantially all assets of the guarantors subject to customary exclusions.

B. The Revolving Credit Facility.

17. The Prepetition SFA provides for AUD \$200 million (or USD \$130 million) of revolving credit facilities, comprised of: (i) AUD \$100 million (or USD \$65 million) of

commitments created on October 23, 2018 (“RCF1”); and (ii) and additional AUD \$100 million (or USD \$65 million) of commitments created on March 19, 2020 (“RCF2” and together with RCF1, the “Revolving Credit Facilities”).

18. Per its terms, the applicable Debtors are permitted to draw under the Revolving Credit Facilities in Australian Dollars, New Zealand Dollars, British Pound Sterling, Euro, U.S. Dollars, Singapore Dollars, Hong Kong Dollars, or other Option Currency (as defined in the Prepetition SFA). As of the Petition Date, approximately AUD \$123.9 million (or USD \$81 million) in principal amount is outstanding under the Revolving Credit Facilities.

19. As discussed in the First Day Declaration, the Company submitted the utilization requests in April 2023 to access remaining liquidity of AUD \$120.5 million (or USD \$78 million) available to the Company under the Revolving Credit Facilities. The Non-Participating Banks refused to fund the utilization requests against a requested draw of approximately AUD \$76.5 million (or USD \$49 million), resulting in the Company receiving only approximately AUD \$44 million (or USD \$29 million) and necessitating the filing of these chapter 11 cases.

C. The Term Loan B.

20. The Debtors also maintain two term loan facilities, provided under the Prepetition SFA (the “Term Loan B Facilities”) that are fully drawn in the aggregate amount of USD \$1,547 million (on a converted basis) as of the Petition Date and that mature in October 2025 and May 2027.

II. Shareholder Loans.

A. The KKR Loan.

21. On June 4, 2022, Genesis Care Pty Limited (the “TopCo”), as borrower, entered into that certain loan agreement (as amended, restated, supplemented, or otherwise modified

from time to time, including as amended and restated by an amendment and acknowledgment letter dated August 29, 2022, the “KKR Loan Agreement,” and the loan thereunder, the “KKR Loan”) with Asia GCMIV Holdings II Pte. Ltd. (“Asia GCMIV”), a fund managed by KKR, as lender, providing for a first-lien secured loan in an aggregate principal amount of AUD \$75 million (or USD \$49 million), secured by substantially all property of TopCo (but not the other Debtors), subject to customary exclusions. At the request of the Company, the KKR Loan was provided by Asia GCMIV to support the Company when it was facing a near-term liquidity shortfall, and the proceeds of the KKR Loan were used by GC Finance for liquidity and working capital.

22. The KKR Loan Agreement’s original maturity was June 2023. Following two separate requests by the Company, Asia GCMIV agreed to an amendment to extend the maturity of the KKR Loan Agreement to (i) (a) July 31, 2023 or (b) if agreed by Asia GCMIV (in its absolute discretion) following a written request by TopCo, such later date that is up to January 31, 2024 and then to (ii) (a) November 2023 or (b) if agreed by Asia GCMIV (in its absolute discretion) following a written request by TopCo, such later date that is up to May 30, 2024. As of the Petition Date, approximately AUD \$86 million (or USD \$56 million) remains outstanding under the KKR Loan, representing the original principal and interest paid in kind.

B. The APH Loan.

23. On August 29, 2022, TopCo, as borrower, entered into that certain loan agreement (the “APH Loan Agreement,” and the loan thereunder, the “APH Loan”) with Asia Pacific Healthcare Investments Limited, as lender, providing for a loan secured by a second lien against substantially all property of TopCo (but not the other Debtors) in the amount of AUD \$42.8 million (or USD \$28 million). APH is an affiliate of China Resources Capital. The

proceeds under the APH Loan Agreement were used for payment of certain working capital needs.

24. The APH Loan matures on either (a) July 31, 2023 or (b) if agreed by Asia GCMIV Holdings II Pte. Ltd. (in its absolute discretion) following a written request by TopCo, such later date that is up to January 31, 2024. As of the Petition Date, approximately AUD \$48 million (or USD \$31 million) remains outstanding under the APH Loan, representing the original principal and interest paid in kind.

C. The Hedging Agreements.

25. The Company is party to hedging agreements (the “Hedging Agreements”) with various counterparties (the “Hedge Counterparties”) pursuant to which the Company has entered into cross-currency interest rate swaps (the “Hedges”). The purpose of the Hedges is to hedge foreign exchange and interest rate risk arising in connection with the Term Loan B Facilities by exchanging EUR funds borrowed under the Term Loan B Facilities and effectively converting the interest payment obligations thereunder into AUD, USD, GBP to match the currency requirements in each of the regions in which the Company operates based on the Company’s EBITDA mix by region. As of the Petition Date, the Company has Hedges outstanding that effectively convert a total of EUR 187.0 million into AUD 299.9 million, a total of EUR 75.0 million into GBP 64.7 million, and a total of EUR 408 million into USD 457.1 million.

26. As a result of the Company’s strained liquidity situation and to preserve critical cash in the lead-up to a chapter 11 filing, the Company did not make certain payments that were due under Hedges with Bank of America, Morgan Stanley, and Bank of China on May 25, 2023.

27. As of the Petition Date, the Debtors are a party to Hedging Agreements with Bank of America, Morgan Stanley, and Bank of China. All Hedges with HSBC were terminated prior to the Petition Date. The approximate mark-to-market value to the Company of all Hedges as of

April 30, 2023 (including those with HSBC that have been terminated) was approximately negative USD 10.9 million.

D. The Intercreditor Agreement.

28. Lucid Agency Services Limited (now known as Kroll Agency Services Limited), as senior facility agent, TopCo, GC Finance, the SFA Parties, and certain other parties entered into that certain intercreditor agreement dated October 23, 2018 (as may be amended and restated, the “Intercreditor Agreement”). The Intercreditor Agreement provides that, with respect to shared collateral, the Revolving Credit Facilities and the Term Loan B Facilities rank *pari passu* and without any preference amongst them. The Intercreditor Agreement also provides that the interest rate swaps under the Hedging Agreements rank *pari passu* with the debt issued under the Term Loan B Facilities and the Revolving Credit Facilities.

The DIP Facility

I. The Debtors’ Need for Immediate Access to the DIP Facility and Cash Collateral.

29. As described in the First Day Declaration, the Singh Declaration, and the Fox Declaration, the Debtors require immediate access to the DIP Facility in addition to continued use of Cash Collateral to fund operations, capital expenditures, and the administrative costs of these chapter 11 cases. The Debtors filed these chapter 11 cases with approximately \$8.0 million in cash, which is insufficient liquidity to operate their enterprise and continue paying their obligations as they come due. Fox Decl. at ¶ 6.

30. The proposed DIP Facility will provide stability to the Debtors’ business operations and facilitate a smooth entry into these chapter 11 cases. The DIP Facility will also provide the funding means for the Debtors to accomplish a comprehensive restructuring, including pursuing a strategic alternatives process for the U.S. Business. Further, the DIP

Facility will ensure the Debtors' ability to operate as a going concern during these cases, preserving value of the Debtors' estates for the benefit of their stakeholders.

31. Absent the ability to access the funds available under the DIP Facility and Cash Collateral, the Debtors would likely face a value-destructive and immediate interruption to their operations and lose support from key stakeholders on which the Debtors' business depends, including vendors, suppliers, and employees, including the Debtors' physicians. Fox Decl. ¶ 10. These interruptions, in turn, would hinder the Debtors' ability to maximize the value of their estates, as the Debtors would be forced to curtail their operations significantly, to the detriment of all stakeholders. *Id.*

II. Alternative Sources of Financing Are Not Available on Better Terms.

32. Following the refusal of the Non-Participating Banks to fund their revolving commitments, the Debtors faced an immediate liquidity crisis. The Debtors, with the assistance of their advisors, immediately pivoted to evaluating potential financing alternatives at its disposal. See Singh Decl. ¶ 9. Due to the lack of basket capacity under the Prepetition SFA for any senior financing, limited unencumbered collateral, and short amount of time before the Company would be cash-flow negative, there were no financing alternatives that could provide new money on an expedited timeline while also providing security to potential new money lenders. Accordingly, the Debtors engaged in extensive negotiations with the Ad Hoc Term Lender Group to (i) build consensus around a chapter 11 filing and near term DIP financing and (ii) engage with lenders outside of the Ad Hoc Term Lender Group to build greater consensus for a restructuring. *Id.* at ¶ 15.

33. In the weeks leading up to the Petition Date, the Company engaged in arm's-length, hard fought negotiations with the Ad Hoc Term Lender Group regarding the terms of the DIP Facility. *Id.* at ¶ 10. During the course of these negotiations, the Company made clear that

a key term of the DIP Facility would be that all lenders under the Prepetition SFA (other than the Non-Participating Banks) be offered a reasonable opportunity to participate in the DIP Facility. *Id.* at ¶ 15. To facilitate the execution of the DIP Facility, the Company launched a consent solicitation process to amend the governing law of the Prepetition SFA from the laws of England and Wales to New York law. The Company received the consent of approximately 94% of lenders to this amendment and on May 31, 2023, amended the Prepetition SFA to reflect this change of law. *Id.* at ¶ 13.

34. In the weeks preceding to the Petition Date, the Debtors, with the assistance of PJT, also contacted several third-party financial institutions regarding providing postpetition financing to the Debtors. *See Singh Decl.* ¶ 14. The Debtors received no third-party financing proposals. In consultation with their advisors, the Debtors determined that pursuing and negotiating the DIP Facility provided by the DIP Lenders (and backstopped by the Backstop Parties) represented the only viable path to obtaining critical funding. The DIP Facility contains reasonable and appropriate terms and provisions under these extraordinary circumstances and is the Debtors' best—and only—available option for postpetition funding.

III. The DIP Facility is Necessary to Preserve the Value of the Debtors' Estates.

35. Absent the liquidity infusion to be provided by the DIP Facility, the Debtors may be forced to curtail their operations significantly. *Fox Decl.* ¶ 10. Even if the Debtors had the ability to access Cash Collateral, cash on hand and expected inflows would likely not be sufficient to fund the Debtors' operations as a going concern in the near term and during these cases. Without a new source of postpetition liquidity, the Debtors' businesses may be irreparably harmed. *Id.* Consequently, the DIP Facility is necessary to preserve the Debtors' operations and maximize the value of the Debtors' estates.

Basis for Relief

I. The Debtors Should Be Authorized to Obtain Postpetition Financing Through the DIP Documents.

A. Entry into the DIP Documents Is an Exercise of the Debtors' Sound Business Judgment.

36. The Court should authorize the Debtors, as an exercise of their sound business judgment, to enter into the DIP Credit Agreement and the other DIP Documents, obtain access to the DIP Facility, and continue using Cash Collateral. Section 364 of the Bankruptcy Code authorizes a debtor to obtain secured or superpriority financing under certain circumstances discussed in detail below. Courts grant a debtor-in-possession considerable deference in acting in accordance with its business judgment in obtaining postpetition secured credit, so long as the agreement to obtain such credit does not run afoul of the provisions of, and policies underlying, the Bankruptcy Code. *See, e.g., In re N Bay Gen. Hosp., Inc.*, No. 08-20368 (Bankr. S.D. Tex. July 11, 2008) (order approving postpetition financing on an interim basis as exercise of debtors' business judgment); *In re Trans World Airlines, Inc.*, 163 B.R. 964, 974 (Bankr. D. Del. 1994) (approving a postpetition loan and receivables facility because such facility "reflect[ed] sound and prudent business judgment").

37. To determine whether the business judgment standard is met, a court need only "examine whether a reasonable business person would make a similar decision under similar circumstances." *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006); *see also In re Curlew Valley Assocs.*, 14 B.R. 506, 513-14 (Bankr. D. Utah 1981) (noting that courts should not second guess a debtor's business decision when that decision involves "a business judgment made in good faith, upon a reasonable basis, and within the scope of the debtor's authority under the [Bankruptcy] Code").

38. In considering whether the terms of postpetition financing are fair and reasonable, courts consider the terms in light of the relative circumstances of both the debtor and the potential lender. *See In re Farmland Indus., Inc.*, 294 B.R. 855, 886 (Bankr. W.D. Mo. 2003) (while many of the terms favored the DIP lenders, “taken in context, and considering the relative circumstances of the parties,” the court found them to be reasonable).

39. The Debtors’ determination to enter into the DIP Facility is a sound exercise of the Debtors’ business judgment following an arm’s-length and hard fought negotiation process with the Backstop Parties and their advisors. The Debtors require significant postpetition financing to support their working capital needs and to operate smoothly in chapter 11. Fox Decl. at ¶ 8. The Debtors and their advisors determined that the DIP Facility represented the only reasonable and viable postpetition financing option available to the Debtors, given the Debtors’ stark liquidity needs, the realities imposed by the Debtors’ existing capital structure, and the Debtors’ interest in avoiding a costly and potentially drawn out priming fight at the outset of these cases (which would be expected to arise under any alternative financing to the DIP Facility). The DIP Facility provides certainty with respect to the capital necessary for the administration of these chapter 11 cases through the anticipated emergence. The fees, rates, and other economics provided for in the DIP Facility are in the Debtors’ best interests given the circumstances and were, in the aggregate, a prerequisite to the DIP Lenders’ funding of the New Money DIP Term Loans. *See Singh Decl.* at ¶ 21. The DIP Facility, taken as a whole, offers the best and only presently available financing option to the Debtors under the facts and circumstances of these chapter 11 cases. *See Singh Decl.* at ¶ 23.

40. The Debtors and the DIP Lenders negotiated the DIP Documents in good faith, at arm’s-length, and with the assistance of their legal and financial advisors. The Debtors believe

that they have obtained the best postpetition financing available under the circumstances. Given the Debtors' dire liquidity position, entry into the DIP Facility is in the Debtors' best interest. The DIP Facility is the Debtors' only viable and available postpetition financing alternative and will provide immediate liquidity to fund operations and these cases. Accordingly, the Court should authorize the Debtors' entry into the DIP Documents as a reasonable exercise of the Debtors' business judgment.

B. The Debtors Should Be Authorized to Grant Liens and Superpriority Claims to the DIP Secured Parties.

41. The Debtors propose to obtain financing under the DIP Facility by providing security interests and liens as set forth in the DIP Documents pursuant to section 364(c) of the Bankruptcy Code. Specifically, the Debtors propose to provide to the DIP Collateral Agent for the benefit of the DIP Secured Parties postpetition security interest in and liens on the DIP Collateral (as defined in the Interim Order) and Prepetition SFA Collateral that are valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute, or subordination immediately upon entry of the Interim Order.

42. The statutory requirement for obtaining postpetition credit under section 364(c) of the Bankruptcy Code is a finding, made after notice and hearing, that a debtor is "unable to obtain unsecured credit allowable under Section 503(b)(1) of [the Bankruptcy Code]." 11 U.S.C. § 364(c). *See In re Crouse Grp., Inc.*, 71 B.R. 544, 549 (Bankr. E.D. Pa. 1987) (secured credit under section 364(c) of the Bankruptcy Code is authorized, after notice and hearing, upon showing that unsecured credit cannot be obtained). Courts have articulated a three-part test to determine whether a debtor is entitled to financing under section 364(c) of the Bankruptcy Code. Specifically, courts look to whether:

- a. the debtor is unable to obtain unsecured credit under section 364(b) of the Bankruptcy Code, *i.e.*, by allowing a lender only an administrative claim;
- b. the credit transaction is necessary to preserve the assets of the estate; and
- c. the terms of the transaction are fair, reasonable, and adequate, given the circumstances of the debtor-borrower and proposed lenders.

See In re Ames Dep't Stores, 115 B.R. 34, 37–40 (Bankr. S.D.N.Y. 1990); *see also In re St. Mary Hosp.*, 86 B.R. 393, 401–02 (Bankr. E.D. Pa. 1988); *Crouse Group*, 71 B.R. at 549.

43. The Debtors meet each part of this test. As described above, no DIP financing proposals representing a viable alternative to the proposed DIP Facility were available to the Debtors. *See* Singh Decl. ¶ 14. Given the Debtors' emergency cash position, the DIP Facility should be approved.

44. In the event that a debtor is unable to obtain unsecured credit allowable as an administrative expense under section 503(b)(1) of the Bankruptcy Code, section 364(c) of the Bankruptcy Code provides that a court “may authorize the obtaining of credit or the incurring of debt (a) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of the Bankruptcy Code; (b) secured by a lien on property of the estate that is not otherwise subject to a lien; or (c) secured by a junior lien on property of the estate that is subject to a lien.” As described above, the Debtors are unable to obtain junior, let alone unsecured, credit. Therefore, approving (a) superpriority claims in favor of the DIP Secured Parties, (b) liens in favor of the DIP Collateral Agent for the benefit of the DIP Secured Parties on the unencumbered property of the estate, and (c) junior liens in favor of the DIP Collateral Agent for the benefit of the DIP Secured Parties subject to Permitted Prior Liens is reasonable and appropriate.

45. Section 364(d) of the Bankruptcy Code provides that a debtor may obtain credit secured by a senior or equal lien on property of the estate already subject to a lien, after notice and a hearing, where the debtor is “unable to obtain such credit otherwise” and “there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted.” 11 U.S.C. § 364(d)(1). The Debtors may incur “priming” liens under the DIP Facility if either (a) the Prepetition Secured Parties have consented or (b) the Prepetition Secured Parties’ interest in collateral is adequately protected. *See Anchor Savs. Bank FSB v. Sky Valley, Inc.*, 99 B.R. 117, 122 (N.D. Ga. 1989) (“[B]y tacitly consenting to the superpriority lien, those [undersecured] creditors relieved the debtor of having to demonstrate that they were adequately protected.”).

46. Here, the Prepetition SFA Secured Parties consented or are deemed to have consented to the DIP Facility and those parties constituting DIP Lenders and Backstop Parties actively participated in facilitating the proposed DIP Facility. As set forth more fully herein and in the Interim Order, the Debtors propose to provide a variety of adequate protection to protect the interests of such parties. Therefore, the relief requested pursuant to section 364(d)(1) of the Bankruptcy Code is appropriate.

C. No Comparable Alternative to the DIP Facility Is Reasonably Available on More Favorable Overall Terms.

47. A debtor need only demonstrate “by a good faith effort that credit was not available without” the protections afforded to potential lenders by sections 364(c) of the Bankruptcy Code. *In re Snowshoe Co., Inc.*, 789 F.2d 1085, 1088 (4th Cir. 1986). In circumstances where only a few lenders likely can or will extend the necessary credit to a debtor, “it would be unrealistic and unnecessary to require [the debtor] to conduct such an exhaustive search for financing.” *In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988), *aff’d*

sub nom. Anchor Sav. Bank FSB v. Sky Valley, Inc., 99 B.R. 117, 120 n.4 (N.D. Ga. 1989); *see also In re Snowshoe Co.*, 789 F.2d 1085, 1088 (4th Cir. 1986) (demonstrating that credit was unavailable absent the senior lien by establishment of unsuccessful contact with other financial institutions in the geographic area).

48. No favorable alternative DIP financing is available to the Debtors given the realities imposed by the Debtors' existing capital structure and the Debtors' inability to secure any viable alternative financing proposals. Despite outreach to certain sophisticated third party institutions who regularly lend financing to distressed companies on a postpetition basis, the Debtors were unable to obtain any DIP financing proposals, or any interest at all in providing an alternative DIP facility, other than the proposed DIP Facility. Singh Decl. ¶ 14.

49. The DIP Facility will provide the Debtors with urgently needed liquidity on the most favorable terms available. Therefore, the requirement of section 364 of the Bankruptcy Code that alternative credit on more favorable terms be unavailable to the Debtors is satisfied.

II. The Debtors Should Be Authorized to Use Cash Collateral.

50. Section 363 of the Bankruptcy Code generally governs the use of estate property. Section 363(c)(2)(A) of the Bankruptcy Code permits a debtor in possession to use cash collateral with the consent of the secured party. Here, the DIP Lenders and the Prepetition Secured Parties consent or are deemed to consent to the Debtors' use of the Cash Collateral, subject to the terms and limitations set forth in the Interim Order.

51. As described above and in the First Day Declaration, access to Cash Collateral during these cases is essential to the continued operation of the Debtors' businesses and smooth entry into these chapter 11 cases. Use of Cash Collateral is in the best interests of the Debtors' estates and all of their stakeholders, including the Prepetition Secured Parties, and should be approved.

III. Adequate Protection Provided to the Prepetition Secured Parties Is Appropriate.

52. Section 363(e) of the Bankruptcy Code provides for adequate protection of interests in property when a debtor uses cash collateral. Further, section 362(d)(1) of the Bankruptcy Code provides for adequate protection of interests in property due to the imposition of the automatic stay. *See In re Cont'l Airlines*, 91 F.3d 553, 556 (3d Cir. 1996) (en banc). While section 361 of the Bankruptcy Code provides examples of forms of adequate protection, such as granting replacement liens and administrative claims, courts decide what constitutes sufficient adequate protection on a case-by-case basis. *In re Swedeland Dev. Grp., Inc.*, 16 F.3d 552, 564 (3d Cir. 1994).

53. The Debtors propose to provide the Prepetition Secured Parties with a variety of adequate protection to protect against the postpetition diminution in value of the Cash Collateral resulting from the use, sale, or lease of the Cash Collateral by the Debtors and the imposition of the automatic stay. The Adequate Protection package includes (a) the Adequate Protection Liens, (b) the Adequate Protection Claims, and (c) the Adequate Protection Fees and Expenses (the “Adequate Protection Package”). In light of the foregoing, the proposed Adequate Protection Package to be provided for the benefit of the Prepetition Secured Parties is appropriate. The Debtors’ provision of the Adequate Protection Package is not only necessary to protect against any Diminution in Value but is fair and appropriate under the circumstances of these chapter 11 cases to ensure the Debtors are able to continue using Cash Collateral, subject to the terms and limitations set forth in the Interim Order and the DIP Documents, including pursuant to the Budget, for the benefit of all parties in interest and the Debtors’ estates.

IV. The Roll-Up Is Appropriate.

54. The DIP Facility provides that each dollar of Prepetition SFA Obligations shall be deemed rolled up, on a three-to-one dollar basis, based upon the amount of New Money DIP

Term Loans actually funded principal amount of \$600 million (*i.e.*, of Prepetition SFA Obligations converting into the Roll-Up DIP Loans). Specifically, the Debtors anticipate that \$270 million of Prepetition SFA Obligations will be rolled up following entry of the Interim Order and \$330 million following entry of the Final Order. The Roll-Up DIP Loans were a strict requirement of the Backstop Parties in agreeing to provide and backstop the DIP Facility. *See* Singh Decl. ¶ 18. The Company insisted that the Roll-Up only be based on amounts actually funded (*i.e.*, there would not be a full roll up upon entry of the Interim Order). *Id.* Without access to the DIP Facility, and with no financing alternatives available, the Debtors would face significant value destruction at the outset of these cases. As such, the Roll-Up's inclusion in the DIP Facility is an exercise of the Debtors' sound business judgment.

55. Section 363(b) of the Bankruptcy Code permits a debtor to use, sell, or lease property, other than in the ordinary course of business, with court approval. Payment of existing obligations is appropriate where necessary to protect and preserve the estate, including an operating business's going concern value. *See, e.g., In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) (authorizing payment of certain prepetition claims pursuant to "doctrine of necessity"); *In re Equalnet Commc'ns Corp.*, 258 B.R. 368, 369–70 (Bankr. S.D. Tex. 2000) (business transactions critical to the survival of the business of the debtor are exceptions to the general rule of nonpayment of prepetition claims prior to plan confirmation). The business judgment rule shields a debtor's management from judicial second-guessing. *In re Johns-Manville Corp.*, 60 B.R. 612, 615–16 (Bankr. S.D.N.Y. 1986) ("[T]he [Bankruptcy] Code favors the continued operation of a business by a debtor and a presumption of reasonableness attaches to a debtor's management decisions.").

56. Repayment of prepetition debt (often referred to as a “roll-up”) is a common feature in debtor-in-possession financing arrangements. The importance of “roll-up” features in DIP facilities has been repeatedly recognized by courts in this district and others, and such courts have granted relief similar to the relief requested herein. *See e.g., In re Vanguard Natural Resources, Inc.*, No. 19-31786 (DRJ) (Bankr. S.D. Tex. April 3, 2019) (authorizing approximately \$130 million DIP that included repayment of approximately \$65 million in prepetition debt); *In re Gastar Exploration, Inc.*, No. 18-36057 (MI) (Bankr. S.D. Tex. Nov. 26, 2018) (authorizing approximately \$383 million DIP that included repayment of approximately \$283 million of prepetition debt); *In re Shoreline Energy LLC*, No. 16-35571 (DRJ) (Bankr. S.D. Tex. Dec. 16, 2016) (authorizing approximately \$50 million DIP that included refinancing of \$32 million in prepetition debt); *In re Black Elk Energy Offshore Operations, LLC*, No. 15-34287 (MI) (Bankr. S.D. Tex. Mar. 18, 2016) (authorizing approximately \$15 million DIP that included refinancing of approximately \$7.5 million in prepetition debt); *In re ATP Oil & Gas Corp.*, No. 12-36187 (MI) (Bankr. S.D. Tex. Aug. 21, 2012) (authorizing approximately \$618 million DIP that included refinancing of approximately \$368 million in prepetition debt); *In re Toys “R” US, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Sept. 20, 2017) (authorizing \$1.305 billion repayment of prepetition obligations from proceeds of DIP loan); *In re BPS U.S. Holdings Inc.*, No. 16-12373 (KJC) (Bankr. D. Del. Oct. 31, 2016) (authorizing \$331.3 million repayment of prepetition obligations from proceeds of the DIP loan).⁷

57. The Roll-Up DIP Loans are a material component of the consideration to secure the DIP Facility. The DIP Facility would not be accessible to the Debtors absent the Debtors’

⁷ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors’ proposed counsel.

agreeing to the Roll-Up. Lacking the DIP Facility, the Debtors would be unable to generate sufficient levels of operating cash to cover their working capital needs and the costs of these chapter 11 cases. Given these circumstances, the Roll-Up DIP Loans are a reasonable and appropriate component of the DIP Facility, and should be approved.

V. The Scope of the Carve Out Is Appropriate

58. The proposed adequate protection is subject to the Carve Out contained in the DIP Orders. Without the Carve Out, the Debtors and other parties in interest may be deprived of certain rights and powers because the services for which professionals may be paid in these chapter 11 cases would be restricted. *See In re Ames Dep't Stores*, 115 B.R. at 40 (observing that courts insist on Carve Outs for professionals representing parties in interest because “[a]bsent such protection, the collective rights and expectations of all parties-in-interest are sorely prejudiced.”) The Carve Out does not directly or indirectly deprive the Debtors’ estates or other parties in interest of possible rights and powers. Additionally, the Carve Out protects against administrative insolvency during the course of these chapter 11 cases by ensuring that assets remain for the payment of the Clerk of the Court, U.S. Trustee fees, and professional fees of the Debtors and any statutory committee appointed under section 1102 of the Bankruptcy Code in these chapter 11 cases.

VI. The Debtors Should Be Authorized to Pay the Fees Required by the DIP Agents and DIP Lenders under the DIP Documents.

59. In connection with negotiating the DIP Facility, the Debtors have agreed, subject to Court approval, to pay certain fees and premiums to the DIP Agents and the DIP Lenders. In particular, as noted above, the Debtors have agreed to pay the fees consisting of the following:

- a. ***Interest Rates.*** Interest on the New Money DIP Term Loans shall accrue at a rate *per annum* equal to SOFR + 10.00% (the “Interest Rate”) (subject to customary credit spread adjustments and a 1.00% floor) and shall be payable by the Borrower monthly in arrears with 1.5% payable in cash and

the remainder in kind. Interest shall be calculated on the basis of the actual number of days elapsed in (i) a 365-day year in the case of DIP Loans denominated in Australian Dollars and (ii) a 360-day year in the case of DIP Loans denominated in Euro and USD. Interest on the Roll-Up DIP Loans shall accrue at the *per annum* non-default rate as set forth in the Prepetition SFA with 1.5% *per annum* payable in cash and the remainder in kind; and

- b. ***Commitment Premium.*** The Backstop Parties shall receive a commitment premium with respect to the New Money DIP Term Loans as set forth in the Commitment Letter, which shall be 8.00% of the principal amount of each Backstop Party's Backstop Commitment.
- c. ***Closing Fee.*** The Backstop Parties shall receive 3.00% of the aggregate principal amount of New Money DIP Term Loans, which fee shall be payable in kind. The Closing Fee shall be shared with the other DIP Lenders ratably based on their respective New Money DIP Term Loans or commitments with respect thereto.
- d. ***Ticking Fee.*** The DIP Lenders shall receive 0.75% *per annum* of the aggregate unfunded commitments with respect to the New Money DIP Term Loans, which fee shall be payable in kind.
- e. ***Exit Fee.*** If the Debtors elect to repay the DIP Facility either partially or in full, in cash, the DIP Lenders shall receive 3.00% of the aggregate principal amount of New Money DIP Term Loans, which fee shall be payable in cash.

60. As set forth in the Singh Declaration, the principal economic terms proposed under the DIP Facility, such as the contemplated pricing, fees, interest rate, and default rate, are customary and usual for debtor-in-possession financings of this size, type, and purpose. *See Singh Decl.* ¶ 21. The fees and rates to be paid under the proposed DIP Facility (a) were the subject of hard fought and arm's-length negotiation, and (b) were expressly required as a condition to providing the DIP Facility. *Id.* Specifically, the Debtors have agreed, subject to Court approval, to pay the fees described above, pursuant to the DIP Documents, as consideration for the extension of postpetition financing. The Debtors considered the fees described above when determining that the DIP Facility constituted the best terms on which the Debtors could obtain the postpetition financing necessary to continue their operations and fund

their cases. Accordingly, the Court should authorize the Debtors to pay the interest and fees provided under the DIP Documents.

VII. The DIP Secured Parties Should Be Afforded Good-Faith Protection under Section 364(e).

61. Section 364(e) of the Bankruptcy Code protects a good-faith lender's right to collect on loans extended to a debtor, and its right in any lien securing those loans, even if the authority of the debtor to obtain such loans or grant such liens is later reversed or modified on appeal. Section 364(e) of the Bankruptcy Code provides that:

The reversal or modification on appeal of an authorization under this section [364 of the Bankruptcy Code] to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

62. As explained herein, the DIP Documents are the result of: (a) the Debtors' reasonable and informed determination that the DIP Lenders, including the Backstop Parties, offered the best and only viable postpetition financing alternative available under the circumstances and (b) extensive arm's-length, hard fought, and good-faith negotiations between the Debtors and the Backstop Parties, including their respective legal and financial advisors. The terms and conditions of the DIP Documents are reasonable under the circumstances, and the proceeds of the DIP Facility will be used only for purposes that are permissible under the Bankruptcy Code and in accordance with the DIP Orders and the Budget. Accordingly, the Court should find that the DIP Secured Parties are "good faith" lenders within the meaning of section 364(e) of the Bankruptcy Code and are entitled to all of the protections afforded by that section.

VIII. The Automatic Stay Should Be Modified on a Limited Basis.

63. The proposed Interim Order provides that the automatic stay provisions of section 362 of the Bankruptcy Code will be modified to allow the DIP Secured Parties to file any financing statements, security agreements, notices of liens, and other similar instruments and documents in order to validate and perfect the liens and security interests granted to them under the Interim Order, and to permit the Debtors, the DIP Agents and Prepetition Agents to enter into one or more intercreditor agreements to evidence and confirm the priority of the DIP Obligations and Prepetition Obligations as set forth in the Interim Order. The proposed Interim Order further provides that the automatic stay is modified as necessary to permit the Debtors to grant liens to the DIP Secured Parties and the Prepetition Secured Parties and to incur all liabilities and obligations set forth in the Interim Order. The automatic stay should be modified to allow the Debtors and the DIP Secured Parties, and the Prepetition Agents to effectuate the terms of the Interim Order.

IX. Failure to Obtain Immediate Interim Access to the DIP Facility and Cash Collateral Would Cause Immediate and Irreparable Harm.

64. Bankruptcy Rules 4001(b) and 4001(c) provide that a final hearing on a motion to obtain credit pursuant to section 364 of the Bankruptcy Code or to use Cash Collateral pursuant to section 363 of the Bankruptcy Code may not be commenced earlier than fourteen (14) days after the service of such motion. Upon request, however, the Court may conduct a preliminary, expedited hearing on the motion and authorize the obtaining of credit and use of cash collateral to the extent necessary to avoid immediate and irreparable harm to a debtor's estate. *See* Bankruptcy Rule 4001(b)(2). Section 363(c)(3) of the Bankruptcy Code authorizes the court to conduct a preliminary hearing and to authorize the use of cash collateral "if there is a reasonable likelihood that the [debtor] will prevail at the final hearing under [section 363(e) of the

Bankruptcy Code].” 11 U.S.C. § 363(c)(3). Furthermore, the Complex Case Procedures provide that “on motion by the debtors, a hearing will routinely be conducted as a first-day hearing to consider either cash collateral use and/or interim debtor-in-possession financing.” Complex Case Procedures, ¶ 5.

65. The Debtors have an immediate postpetition need to use Cash Collateral and access the liquidity provided by the DIP Facility. The Debtors cannot maintain the value of their estates during the pendency of these chapter 11 cases without access to the DIP Facility and such liquidity. Fox Decl. at ¶ 7. The Debtors entered these chapter 11 cases with only approximately \$8.0 million in cash on hand. *Id.* Without immediate access to financing, the Debtors project that they will be unable to pay essential costs required to continue operating as a going concern, resulting in immediate and irreparable harm to their business. *Id.* at ¶ 10. In particular, the Debtors require immediate liquidity to satisfy their obligations to physicians and critical vendors, all of whom are essential to ensuring that the Debtors can maintain their high standards of care and continue operating as a going concern during these cases. *Id.*

66. The Debtors will be unable to operate their business or otherwise fund these chapter 11 cases without access to Cash Collateral and the liquidity provided by the DIP Facility and, without the DIP Facility, will suffer immediate and irreparable harm to the detriment of all creditors and other parties in interest. *Id.* The Debtors’ ability to administer these chapter 11 cases through the use of Cash Collateral and the liquidity provided by the DIP Facility is vital to preserving and maximizing the value of the Debtors’ estates.

67. The Debtors request that the Court hold and conduct a hearing to consider entry of the Interim Order authorizing the Debtors, from and after entry of the Interim Order until the Final Hearing, to receive initial funding under the DIP Facility and to utilize Cash Collateral.

The Debtors require the initial funding under the DIP Facility immediately following entry of the Interim Order, on an emergency basis, to preserve operations and estate value. This relief will enable the Debtors to preserve and maximize value and, therefore, avoid immediate and irreparable harm and prejudice to their estates and all parties in interest, pending the Final Hearing.

Emergency Consideration

68. Bankruptcy Rule 6003 empowers a court to grant relief within the first twenty-one days after the Petition Date “to the extent that relief is necessary to avoid immediate and irreparable harm.” Failure to receive such relief during the first twenty-one days of these chapter 11 cases would severely disrupt the Debtors’ operations at this critical juncture. The Debtors have satisfied the “immediate and irreparable” harm standard and request that the Court approve this motion on an emergency basis.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

69. The Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the fourteen (14) day stay period under Bankruptcy Rule 6004(h), which is necessary to implement the relief requested in this motion.

Notice

70. The Debtors will provide notice of this motion to the following: (a) the U.S. Trustee; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) Akin Gump Strauss Hauer & Feld LLP as counsel to the Ad Hoc Term Lender Group and the Backstop Parties; (d) Kroll Agency Services Limited as DIP Administrative Agent; (e) Sidley Austin LLP as counsel to the Prepetition Agents and the DIP Agents; (f) Paul, Weiss, Rifkind, Wharton & Garrison LLP as counsel to KKR & Co. L.P.; (g) Ropes & Gray LLP as

counsel to China Resources (Holdings) Co., Ltd.; (h) the United States Attorney's Office for the Southern District of Texas; (i) the Internal Revenue Service; (j) the United States Securities and Exchange Commission; (k) the state attorneys general for states in which the Debtors conduct business; (l) the DIP Agents and counsel thereto; (m) the Prepetition Agents and counsel thereto; (n) Wachtell, Lipton, Rosen & Katz, as counsel to certain Backstop Parties; and (o) any party that has requested notice pursuant to Bankruptcy Rule 2002. No other or further notice is needed in light of the nature of the relief requested.

WHEREFORE, the Debtors request that the Court enter the Interim Order and the Final Order, granting the relief requested herein and granting such other and further relief as the Court deems appropriate under the circumstances.

Houston, Texas
June 1, 2023

/s/ Matthew D. Cavanaugh

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*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge.
This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Matthew D. Cavanaugh
Matthew D. Cavanaugh

Certificate of Service

I certify that on June 1, 2023, I caused a copy of the foregoing document to be served via the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Matthew D. Cavanaugh
Matthew D. Cavanaugh

Exhibit A

Credit Agreement

[TO BE FILED]

Exhibit B

Term Sheet

**PRIVILEGED AND CONFIDENTIAL
FOR DISCUSSION PURPOSES ONLY
SUBJECT TO FRE 408**

**GENESIS CARE FINANCE PTY LTD, ET. AL
USD800 MILLION SENIOR SECURED SUPERPRIORITY DEBTOR IN POSSESSION CREDIT FACILITY**

The terms set forth in this Summary of Principal Terms and Conditions (the “Term Sheet”) are being provided on a confidential basis as part of a comprehensive proposal, each element of which is consideration for the other elements and an integral aspect of the proposed DIP Term Facility (as defined below).

This Term Sheet provides an outline of a proposed debtor in possession financing and does not purport to summarize all the terms, conditions, representations, warranties and other provisions with respect to the transactions referred to herein. Any agreement to provide the DIP Term Facility or any other financing arrangement will be subject to the execution and delivery of definitive documentation consistent with this Term Sheet and otherwise satisfactory to the DIP Agents (as defined below) and the Backstop Parties (as defined below), each acting in its reasonable discretion.

This Term Sheet is strictly confidential and may not be shared with anyone other than its intended recipients. It is proffered in the nature of a settlement proposal in furtherance of settlement discussions and is intended to be entitled to the protections of Rule 408 of the Federal Rules of Evidence and all other applicable statutes or doctrines protecting the use or disclosure of confidential information and information exchanged in the context of settlement discussions.

SUMMARY OF PRINCIPAL TERMS AND CONDITIONS

Borrowers:

Genesis Specialist Care Finance UK Limited, a company incorporated under the laws of England and Wales and Genesis Care USA Holdings, Inc., a Delaware corporation (the “Borrowers”), each as a debtor and a debtor in possession under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), in a jointly administered case (the “Borrowers’ Cases”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) to be filed on or about June 1, 2023 (the date of the commencement of the Cases (as defined below), the “Petition Date”).

Guarantors:

All debtors and debtors in possession in jointly administered cases (collectively, the “Debtor Guarantors’ Cases” and, together, as jointly administered with the Borrowers’ Cases, the “Cases”) ¹ under chapter 11 of the Bankruptcy Code to be filed contemporaneously and jointly administered with the Borrowers’ Cases, including Genesis Care Finance Pty Limited, a company incorporated under the laws of Victoria, Australia (the “Topco”) and each of its direct and indirect subsidiaries that are “Obligors” under and as defined in the Prepetition SFA referred to and defined below (collectively, the “Guarantors”). The Borrowers and the Guarantors are referred to herein as “Loan Parties” and each, a “Loan Party” or as “Debtors” and each, a “Debtor”. All obligations of the Borrowers under the DIP Term Facility (as defined below) will be unconditionally guaranteed on a joint and several basis by the Guarantors.

¹ All existing obligors under the SFA plus US OpCos but not JVs will be debtors in the Cases.

Backstop Commitments:

Certain Consenting SFA Lenders (as defined below) and/or funds or accounts affiliated with, or managed and/or advised by, such Consenting SFA Lenders (together with their respective successors and permitted assignees, each a “Backstop Party” and collectively, the “Backstop Parties”) will, severally and not jointly, backstop the DIP Term Facility (the “Backstop Commitments”) pursuant to that certain Senior Secured Superpriority Debtor-in-Possession Credit Facility Commitment Letter dated May 31, 2023 to which this Term Sheet is attached as Exhibit A (the “Commitment Letter”).

Administrative Agent:

Kroll Agency Services Limited or any other financial institution acceptable to the Backstop Parties shall act as administrative agent (the “DIP Administrative Agent”) and Kroll Trustee Services Limited or any other financial institution acceptable to the Backstop Parties shall act as collateral agent (the “DIP Collateral Agent” and together with the DIP Administrative Agent, and in such capacities, the “DIP Agents”).

Escrow Agent:

Kroll Agency Services Limited or any other financial institution acceptable to the Backstop Parties.

DIP Lenders:

“Consenting Lenders” under and as defined in that certain Consent Request Letter dated as of May 19, 2023 (the “SFA Consent”) excluding any Defaulting Lenders as defined and under the Prepetition SFA, who have provided such consent in accordance with the SFA Consent (the “Consenting SFA Lenders”) in connection with that certain Senior Facilities Agreement, dated as of October 23, 2018, (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Prepetition SFA”), among the Borrowers, the guarantors from time to time party thereto, the lenders from time to time party thereto (collectively, the “SFA Lenders”), Kroll Agency Services Limited (formerly known as Lucid Agency Services Limited), as Facility Agent (the “Prepetition SFA Facility Agent”) and Kroll Trustee Services Limited (formerly known as Lucid Trustee Services Limited), as Security Agent (the “Prepetition Security Agent” and together with the Prepetition SFA Facility Agent, the “Prepetition Agents”) shall be offered the right to participate in \$133,333,333 (66.66%) of the DIP Term Facility on a ratable basis (“the “DIP Participation Rights”) pursuant to procedures reasonably satisfactory to the Backstop Parties, the Prepetition Agents, and the Borrowers (the “Syndication Procedures”); provided that any such Consenting SFA Lender will be able to designate funds or accounts affiliated with, or managed and/or advised by, such Consenting SFA Lender to participate in the DIP Term Facility and have the loans held by such Consenting SFA Lender rolled up into the DIP Term Facility in the amount and based on the ratio set forth herein (the lenders participating in such offer, together with the Backstop Parties, collectively, the “DIP Lenders”). Any amounts of the DIP Term Facility not so allocated shall be allocated to the Backstop Parties on a ratable basis based on their respective Backstop Commitments. The Syndication Procedures are expected to be published on or around five business days after the Petition Date, and would allow

Consenting SFA Lenders the ability to elect whether to exercise DIP Participation Rights prior to an election period deadline to be established on or around fifteen business days after the Petition Date. Funding of amounts pursuant to the Syndication Procedures are expected to occur in conjunction with the Final Funding Date.

DIP Term Facility:

A senior secured multiple draw term loan facility in an aggregate principal amount of USD800² million (the “DIP Term Facility”) comprised of (i) term loans in a principal amount of up to USD90 million that will be available to be drawn in a single drawing on or after the Closing Date (the “Initial Term Loans”) upon satisfaction of the conditions set forth in the DIP Term Loan Documents to be agreed (as defined below) and the entry of the Interim Order (as defined below), (ii) term loans in a principal amount of up to USD110 million that will be available to be drawn in a single draw after the Closing Date (the “Delayed Draw Term Loans” and, together with the Initial Term Loans, the “New Money DIP Term Loans”) upon satisfaction of the conditions set forth in the DIP Term Loan Documents to be agreed and the entry of the Final Order (as defined below) (the date of such draw, the “Final Funding Date”); provided that any portion of the Delayed Draw Term Loans not used pursuant to the DIP Budget on the Final Funding Date shall be placed into a DIP escrow account (the “Escrow Account”) to be withdrawn and used solely in accordance with the DIP Budget (as defined below) subject to permitted variances (for the avoidance of doubt, any amount in the Escrow Account shall accrue interest at the interest rate set forth with respect to the New Money DIP Term Loans in the section below entitled “Interest”); and (iii) a three-to-one (3.00:1.00) roll-up of the outstanding loans under the Prepetition SFA held by each DIP Lender or its affiliate that is a lender under the Prepetition SFA, as applicable, and accrued and unpaid interest thereon in an amount equal to three (3.00) times of the Initial Term Loans and Delayed Draw Term Loans, as applicable, into “last-out” term loans under the DIP Term Facility (the “Roll-Up Loans” and, together with the New Money DIP Term Loans, the “DIP Term Loans”), in each case on the date that such Initial Term Loans or the Delayed Draw Term Loans, as applicable, are made; provided, that there shall be no roll-up under the DIP Term Facility on account of any fees or premiums provided under the DIP Term Facility or the Backstop Commitment Letter. Once borrowed and repaid, the DIP Term Loans may not be reborrowed.

The DIP Term Loan Facility will be comprised of USD, Euro and Australian Dollars tranches in amounts to be agreed; provided that any DIP Lender having its commitment denominated in one such currency will be able to fund the DIP Term Loans denominated in any other such currency.

The Initial Term Loans, Delayed Draw Term Loans and the Roll-Up Loans shall be secured by the Collateral on a pari passu basis but the Initial Term Loans and Delayed Draw Term Loans shall have senior payment priority

² Not including all fees payable in kind.

over the Roll-Up Loans.

Use of Proceeds:

In accordance with the DIP Budget and the DIP Orders (in each case, as defined below), the proceeds of (i) the Initial Term Loans and Delayed Draw Term Loans shall be used (a) to pay transaction costs, fees and expenses that are incurred in connection with the DIP Term Facility, for working capital and general corporate purposes of the Borrowers and the Guarantors, (b) to make adequate protection payments as set forth in the section below entitled “Adequate Protection”, (c) to pay certain critical vendors (including all non-U.S. vendors), Australian, UK, Spanish and rest-of-world intercompany loans (to be used for working capital and general corporate purposes) and debt obligations of the Debtors relating to (1) Linac leases (*i.e.*, ongoing costs for certain vendor leasing/financing arrangements associated with the capital equipment used to provide cancer care (primarily LINACs); and (2) Sale-Leaseback facilities (*i.e.*, ongoing obligations permitting the continued use of relevant equipment relating to historical sale leaseback transactions with GE, HSBC, and Macquarie) but excluding, for the avoidance of doubt, any debt obligations entered into with any third party that are secured by the Prepetition SFA Collateral (as defined below), (d) to finance the strategic alternatives process for the business of the U.S. Debtors, (e) to pay professional fees due and payable under the DIP Term Facility and to finance administration of the Cases; and (ii) the Roll-Up Loans shall be used to repay the equivalent principal amount of the loans outstanding under the Prepetition SFA. Notwithstanding the foregoing, no portion or proceeds of the DIP Term Loans, the Carve-Out or the Collateral (in each case, as defined below) may be used in connection with the investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the SFA Lenders, the Prepetition Agents, the DIP Agents or the DIP Lenders; *provided*, that, the Carve-Out, Collateral proceeds, and the new-money DIP Term Loans may be used for allowed fees and expenses, in an amount not to exceed \$50,000 (the “Investigation Budget”) in the aggregate, incurred solely by an official committee of unsecured creditors (if any, the “Committee”) appointed in the Cases. The use of proceeds of the DIP Term Facility shall in all cases be in accordance with the DIP Budget (including any permitted variances).

Term:

All DIP Term Loans shall become due and payable and all commitments to provide the DIP Term Loans shall be terminated on the DIP Term Facility Termination Date. The “DIP Term Facility Termination Date” shall be the earliest of: (a) the date that is 364 days after the Closing Date (as defined below); (b) 35 days after the entry of the Interim Order by the Bankruptcy Court if the Final Order has not been entered by the Bankruptcy Court, unless otherwise extended by the Requisite Lenders; (c) the consummation of any section 363 sale of all or substantially all of the Debtors’ assets; *provided* that sales of all or substantially all of assets of the U.S. Debtors shall not constitute the DIP Term Facility Termination Date so long as proceeds of such sales are applied as set forth in the section below entitled “Mandatory Prepayments”; (d) the substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the “effective date”) of a

plan of reorganization filed in the Cases that is confirmed pursuant to an order entered by the Bankruptcy Court; and (e) the acceleration of the loans and the termination of the commitment with respect to the DIP Term Facility in accordance with the DIP Term Loan Documents.

On the DIP Term Facility Termination Date (or such earlier date on which the DIP Term Facility shall have been terminated), all DIP Term Loans and all other obligations under the DIP Term Facility shall be indefeasibly repaid in full in cash; provided, however, that upon the Requisite Lenders' consent the outstanding principal amount of Roll-Up Loans and any accrued and unpaid interest thereon may be subject to a different treatment, including pursuant to a plan of reorganization filed in the Cases.

Amortization:

None.

DIP Term Loan Documents:

The DIP Term Facility will be documented by a Debtor in Possession Credit Agreement (the "DIP Credit Agreement") and other guarantee, security and other relevant documentation (together with the DIP Credit Agreement, collectively, the "DIP Term Loan Documents") reflecting the terms and provisions set forth in this Term Sheet and otherwise in form and substance satisfactory to the DIP Agents, the Backstop Parties and the Borrowers. The DIP Term Loan Documents shall include intercreditor agreements under English and Australian law between the Prepetition Agents and the DIP Agents reflecting the terms of the DIP Credit Agreement and the DIP Order and acknowledging the DIP Order's application to Collateral in non-U.S. jurisdictions (the "Intercreditor Agreements").

Security and Priority:

Pursuant to sections 364(c)(2), (c)(3) and (d)(1) of the Bankruptcy Code, subject to and subordinate to the Carve-Out, all amounts owing by the Debtors under the DIP Term Facility and the obligations of the Guarantors in respect thereof will be secured by a perfected, first-priority security interest in and lien(the "DIP Liens") on all assets of the Borrowers and the Guarantors, wherever located, and the proceeds thereof, including, without limitation, upon entry of the Final DIP Order, a valid, enforceable, fully perfected lien on the proceeds recovered from claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code (the "Collateral"), with the priority set forth in the immediately succeeding paragraph and subject to customary limitations and exclusions.

The liens and security interests granted under the DIP Term Facility (i) will prime and be senior to the valid, perfected and unavoidable liens and security interests in the Collateral securing any prepetition indebtedness under the Prepetition SFA and any other prepetition indebtedness secured by the Prepetition SFA Collateral, (ii) will be senior to the Adequate Protection Liens and (iii) will be junior to (a) the Carve-Out and (b) valid, perfected, and unavoidable liens in favor of third parties (other than liens on the Prepetition SFA Collateral) that were in existence immediately prior to the Petition Date.

In the Cases, the DIP Agents and DIP Lenders will also be granted in each

of the Interim Order and the Final Order a super-priority administrative claim under section 364(c)(1) of the Bankruptcy Code for the payment of the obligations under the DIP Term Facility with priority above all other administrative claims to the extent allowed under the Bankruptcy Code, and subject and subordinate to the Carve-Out.

Carve-Out:

The carve-out as set forth at Exhibit 1 to this Term Sheet (the “Carve-Out”) shall be set forth in the DIP Term Loan Documents and the DIP Orders.

Interim and Final Orders:

The order approving the DIP Term Facility on an interim basis and authorizing the use of prepetition cash collateral, which shall be satisfactory in form and substance to the DIP Agents and the Backstop Parties and reasonably satisfactory to the Borrowers (the “Interim Order”), shall authorize and approve (i) the Debtors’ entry into the DIP Term Loan Documents, (ii) the making of the DIP Term Loans (including the Roll-Up Loans), (iii) the granting of the super-priority claims and liens against the Loan Parties and their assets in accordance with the DIP Term Loan Documents with respect to the Collateral, (iv) the payment of all fees and expenses (including the fees and expenses of outside counsel and financial advisors) required to be paid to the DIP Agents and the DIP Lenders as described in “Indemnification and Expenses” by the Loan Parties, (v) the granting of Adequate Protection Liens and Adequate Protection Claims (each as defined below) and the payments of the Adequate Protection Fees and Expenses, (vi) the use of prepetition cash collateral, (vii) turn over provisions requiring all Prepetition Secured Parties (as defined below) secured by liens on the Prepetition Collateral to turn over any proceeds received on account of such Prepetition Collateral to the DIP Agents for the benefit of the DIP Lenders and (viii) instructions for the Prepetition Agents to enter into the Intercreditor Agreements upon entry of the Interim Order. The order approving the DIP Term Facility on a final basis and authorizing the use of prepetition cash collateral shall be in form and substance satisfactory to the DIP Agents and the Backstop Parties and reasonably satisfactory to the Borrowers (the “Final Order” and, together with the Interim Order, the “DIP Orders”).

Interest:

The New Money DIP Term Loans shall bear interest at a per annum rate equal to SOFR (subject to customary credit spread adjustments and 1.00% floor, the “Adjusted SOFR”) + 10.00% *per annum*, in the case of such DIP Term Loans denominated in USD, and the equivalent interest rate in case of such DIP Term Loans denominated in Australian Dollars and Euro and Adjusted SOFR + 1.50% *per annum* of such interest shall be payable in cash and the remaining portion of such interest shall be payable in kind.

The Roll-Up Loans shall bear interest at the per annum non-default rate as set forth in the Prepetition SFA and a portion of such interest equal to 1.50% *per annum* shall be payable in cash and the remainder of such interest shall be payable in kind.

Interest shall be calculated on the basis of the actual number of days elapsed in (i) a 365-day year in the case of DIP Term Loans denominated in Australian Dollars and (ii) a 360-day year in the case of DIP Term Loans

denominated in Euro and USD.

Default Interest:

Upon the occurrence and during the continuance of an event of default (as defined in the DIP Term Loan Documents), upon the election of the Requisite Lenders, the DIP Term Loans will bear interest at an additional 2.00% *per annum* and any overdue amounts (including overdue interest) will bear interest at the applicable non-default interest rate plus an additional 2.00% *per annum*. Default interest shall be payable on demand.

Commitment Premium:

As set forth in the Commitment Letter and applying only to commitments with respect to the New Money DIP Term Loans.

Closing Fee:

A closing fee in an amount equal to 3.00% of the principal amount of the New Money DIP Term Loans shall be paid in kind to the Backstop Parties, ratably based on their respective Backstop Commitments as follows: (i) on the Closing Date with respect to the Initial Term Loans and (ii) when drawn with respect to the Delayed Draw Term Loans. The Closing Fee shall be shared with the other DIP Lenders ratably based on their respective New Money DIP Term Loans or commitments with respect thereto.

Exit Fee:

If the Debtors elect to repay the DIP Term Facility either partially or in full, in cash, whether through optional prepayments, mandatory prepayments, at maturity, upon acceleration or otherwise, an exit fee in an amount equal to 3.00% of the principal amount of the actually funded New Money DIP Term Loans so repaid shall be paid in cash to the DIP Lenders, ratably based on their respective New Money DIP Term Loans, at the time of such repayment (the “Exit Fee”).

Ticking Fee:

Commencing on the Closing Date, an unused ticking fee of 0.75% *per annum* of the aggregate unfunded commitments with respect to New Money DIP Term Loans shall be paid in kind to the Lenders monthly in arrears on the first day of each such month.

Mandatory Prepayments:

Except as otherwise directed by Requisite Lenders, mandatory prepayments of the DIP Term Loans shall be required with 100% of net cash proceeds from (i) the sale or other disposition of assets, subject to exceptions to be agreed; (ii) casualty events, subject to exceptions to be agreed; (iii) any sale or issuance of debt (other than permitted debt to be agreed); (iv) any sale or issuance of equity securities (other than certain permitted equity issuances to be agreed); and (v) other extraordinary receipts to be agreed between the Debtors and the Backstop Parties.

Optional Prepayments:

The Debtors may prepay in full or in part the DIP Term Loans, without penalty (other than the payment of the Exit Fee), subject to customary notice periods and payment of breakage costs.

Any optional or mandatory prepayments of the DIP Term Loans shall be applied to prepay the New Money DIP Term Loans until all such New Money DIP Term Loans are repaid in full and then to prepay any Roll-Up

Loans until all such Roll-Up Loans are repaid in full.

Conditions Precedent to the Closing: The closing date (the “Closing Date”) under the DIP Term Facility shall be subject to conditions, which are satisfactory to the Backstop Parties in their reasonable discretion, including the satisfaction of the following conditions.

- A. DIP Credit Agreement and other DIP Term Loan Documents shall have been executed by all Loan Parties in form and substance consistent with this Term Sheet and otherwise satisfactory to the Backstop Parties and their counsel.
- B. The DIP Agents and DIP Lenders shall have received evidence that the Bankruptcy Court shall have entered the Interim Order, which Interim Order shall not have been vacated, reversed, modified, amended or stayed.
- C. The Cases shall have been commenced by the Borrowers and the Guarantors and the same shall each be a debtor and a debtor in possession. All material first-day orders (including, without limitation, any orders related to the DIP Term Facility, cash management and any critical vendor or supplier motions) entered by the Bankruptcy Court in the Cases shall, in each case, be in form and substance satisfactory to the DIP Agents and the Backstop Parties, and such orders and their related motions shall be reasonably satisfactory to the DIP Agents, the Backstop Parties, and the Borrowers.
- D. (i) Houlihan Lokey, Inc.’s arranger fee with respect to the DIP Term Facility equal to \$1 million and (ii) all fees and all reasonable and documented out-of-pocket fees and expenses (including the hourly and monthly, as applicable, fees and expenses of outside counsel and financial advisors) required to be paid to the DIP Agents, the DIP Lenders and the Consenting SFA Lenders on or before the Closing Date shall have been paid, which shall include all outstanding and documented fees and out-of-pocket expenses of (a) Akin Gump Strauss Hauer & Feld, LLP, Arnold Bloch Leibler and Houlihan Lokey, Inc. in their capacities as counsels, Australian counsel and investment banker, respectively, to the Backstop Parties and the Ad Hoc Term Lender Group, (b) Wachtell, Lipton, Rosen & Katz and one Australian counsel, in their capacities as counsel and Australian counsel, respectively, to certain Backstop Parties, as consented by the Borrowers and (c) Sidley Austin LLP in its capacity as counsel to the Prepetition Agents and the DIP Agents.
- E. The Backstop Parties shall be satisfied that there shall not occur as a result of, and after giving effect to, the initial extension of credit under the DIP Term Facility, a default (or any event which with the giving of notice or lapse of time or both would be a default) under any of the Loan Parties’ or their respective subsidiaries’ debt

instruments and other material agreements which would permit the counterparty thereto to exercise remedies thereunder (other than any default which the exercise of remedies is stayed by the Bankruptcy Code).

- F. The DIP Agents shall have received (i) satisfactory opinions of counsel to the Loan Parties, addressing such customary matters as the Backstop Parties shall reasonably request, including, without limitation, the enforceability of all DIP Term Loan Documents and other customary matters and (ii) officer's certificates, in form and substance, satisfactory to the Backstop Parties.
- G. The absence of a material adverse change, or any event or occurrence, other than the commencement of the Cases, which could reasonably be expected to result in a material adverse change, in (i) the business, operations, performance, properties, contingent liabilities, material agreements or prospects of the Loan Parties and their respective subsidiaries, taken as a whole, since the Petition Date, (ii) the ability of the Borrowers or the Guarantors to perform their respective obligations under the DIP Term Loan Documents or (iii) the ability of the DIP Agents and the DIP Lenders to enforce the DIP Term Loan Documents (any of the foregoing being a "Material Adverse Change").
- H. All necessary governmental and third party consents and approvals necessary in connection with the DIP Term Facility and the transactions contemplated thereby shall have been obtained (without the imposition of any materially adverse conditions that are not acceptable to the Backstop Parties) and shall remain in effect; and no law or regulation shall be applicable in the reasonable judgment of the Backstop Parties that restrains, prevents or imposes materially adverse conditions upon the DIP Term Facility or the transactions contemplated thereby.
- I. The DIP Agents and each DIP Lender who has requested the same in writing at least two (2) business days prior to the Closing Date shall have received "know your customer" and similar information.
- J. Subject to agreed post-closing covenants and registration requirements, if any, for non-U.S. collateral, the DIP Agents and DIP Lenders shall have a valid and perfected senior priority lien on and security interest in the Collateral; the Loan Parties shall have delivered uniform commercial code financing statements and shall have executed and delivered any other security agreements, in each case, in suitable form for filing, if applicable; and provisions satisfactory to the Backstop Parties for the payment of all fees and taxes for such filings shall have been duly made.
- K. The DIP Agents and DIP Lenders shall have received evidence that the SFA Consent (in particular with respect to the change of law governing the Prepetition SFA from the English law to the New

York law) shall become effective on or prior to the Petition Date which SFA Consent shall not have been vacated, revoked, modified, amended or stayed.

- L. The DIP Agents and the DIP Lenders shall have received (i) a 13-week cash forecast in form and substance satisfactory to the Backstop Parties, which shall consist of forecasted receipts and disbursements (including, without limitation, professional fees, which shall not be subject to the Prohibited Variance (as defined below) of the Debtors by region (U.S. and rest-of-world) for the 13-weeks commencing on the Petition Date (the “Initial DIP Budget”).
- M. The Intercreditor Agreements shall have been executed by the Prepetition Agents and the DIP Agents in form and substance satisfactory to the Backstop Parties and their counsel.
- N. All security and collateral documents (consistent with the security and collateral documents executed in connection with the Prepetition SFA) evidencing or perfecting the DIP Agents’ and DIP Lenders’ liens and security interests on the Collateral located in non-U.S. jurisdictions shall be executed in form and substance reasonably acceptable to the DIP Agents and the Requisite Lenders.

Conditions Precedent to Each DIP Term Loan:

On each date of a borrowing (i) there shall exist no default or an event of default under the DIP Term Loan Documents, (ii) the representations and warranties of the Borrowers and each Guarantor therein shall be true and correct in all material respects (or in the case of representations and warranties with a “materiality” qualifier, true and correct in all respects) immediately prior to, and after giving effect to, such funding, (iii) the making of such DIP Term Loan shall not violate any requirement of law and shall not be enjoined, temporarily, preliminarily or permanently, (iv) no later than 35 calendar days after the entry of the Interim Order, the Bankruptcy Court shall have entered a Final Order; (v) the Interim Order or Final Order, as the case may be, shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect without the consent of the Requisite Lenders, (vi) the funding of the DIP Term Loans complies with the DIP Budget (subject to permitted variances) and as otherwise described in this Term Sheet and (vii) the DIP Administrative Agent shall have received a borrowing notice.

Representations and Warranties:

The DIP Term Loan Documents will contain representations and warranties customarily found in loan agreements for similar debtor in possession financings and other representations and warranties deemed by the Backstop Parties appropriate to the specific transaction (which will be applicable to Loan Parties and their respective subsidiaries and subject to certain exceptions and qualifications to be agreed), including, without limitation, representation that no action, suit, investigation, litigation or proceeding is pending or (to the knowledge of the Loan Parties) threatened in any court or before any arbitrator or governmental instrumentality (other

than (i) the Cases, (ii) any action, suit, investigation or proceeding arising from the commencement and continuation of the Cases or the consequences that would normally result from the commencement and continuation of the Cases and (iii) as set forth on Schedule A attached hereto) that is not stayed or could reasonably be expected to result in a Material Adverse Change.

Financial Covenants

The DIP Term Loan Documents will contain the following financial covenants:

Commencing on the fourth Thursday after the date of entry of the Interim Order, and on a bi-weekly (every two-week) basis thereafter (by 5:00 p.m. (prevailing Eastern time) on each such applicable Thursday, or the successive business day if such Thursday is not a business day, a “Variance Report Date”), the Debtors shall deliver by email to the DIP Agents, for distribution to the DIP Lenders, a variance report (each, a “Budget Variance Report”) for the immediately preceding four-week Variance Period (as defined below) (i) comparing, in each case not to exceed 15% on a regional basis with respect to each of the following regions: (x) U.S. and (y) rest-of-world (collectively, the “Prohibited Variance”), actual cash receipts on an aggregate basis and, separately, actual cash disbursements on an aggregate basis (excluding professional fees and expenses), in each case, on an aggregate basis, for such Variance Period to the projected receipts and disbursements (excluding professional fees and expenses), respectively, on regional basis with respect to each of the following regions: (x) U.S. and (y) rest-of-world, set forth in the DIP Budget for such four-week period (after the Petition Date (each such period and successive four-week period, a “Variance Period”) and (ii) describing in adequate detail all material variances.

The Debtors shall maintain, as of the close of business on the last business day of each week, a minimum liquidity of not less than (i) prior to the Final Funding Date, USD25 million and (i) after the Final Funding Date, USD35 million, in each case, to be tested weekly and reported to the DIP Agents weekly at agreed times thereafter; provided, the Debtors may withdraw funds from the Escrow Account following the Final Funding Date in an amount necessary to satisfy the foregoing requirement.

Reporting Covenants, Affirmative Covenants and Negative Covenants:

The DIP Term Loan Documents will contain reporting requirements, affirmative covenants and negative covenants customarily found in loan documents for similar debtor in possession financings and other customary reporting requirements, affirmative covenants and negative covenants deemed by the Backstop Parties appropriate to the specific transaction, including, without limitation, (i) the rolling delivery of an updated 13-week cash forecast (categorized by (x) U.S. and (y) rest-of-world) in form and substance satisfactory to the Requisite Lenders (together with the Initial DIP Budget, the “DIP Budget”) on or prior to the fifth business day (fourth business day during holiday weeks) after the end of the last week of each four-week period following the Petition Date (and to the extent any updated DIP Budget is not objected to by the Requisite Lenders within five (5) business days of receipt, the updated DIP Budget shall be deemed

accepted); (ii) on each Variance Report Date, the delivery of the Budget Variance Report and a report showing the current liquidity of the Debtors; (iii) monthly delivery of reporting package to be agreed by the Backstop Parties and the Debtors to the DIP Lenders that also can be shared with the SFA Lenders who have agreed that they may receive material non-public information (without any advance determination of whether such information is material), (iv) compliance with milestones set forth on Annex I (the “Milestones”); (v) the Debtors shall provide the DIP Agents’ and DIP Lenders’ counsel with advance notice and copies of any material motions or other material documents to be filed in the Cases; (vi) the Debtors, with the assistance of their advisors, shall use commercially reasonable efforts to obtain, on or before forty-five (45) calendar days following the Closing Date, and thereafter, maintaining a private corporate credit rating from S&P and a private corporate family rating from Moody’s, in each case, with respect to the Borrowers, and a private credit rating from S&P and Moody’s with respect to the DIP Term Loans, but not a specific rating, (vii) compliance with covenants set forth in the section below entitled “Bankruptcy Covenants” and post-closing covenants with respect to non-U.S. collateral, insurance certificates and endorsements and other matter to be agreed, (viii) not to permit the existence of any claims, other than those arising under the DIP Term Facility and the replacement liens and super-priority claims as described in “Adequate Protection” below, entitled to a super-priority under section 364(c)(1) of the Bankruptcy Code and (ix) the Debtors shall notify the DIP Agent’s counsel and the Ad Hoc Term Lender Group’s lead restructuring counsel with (a) three (3) business days’ notice prior to terminating of any contract or contracts, that, when terminated, represents a loss or disruption of operations or partnership (1) in Australia, more than 5 million Australian Dollars in value or (2) in the UK, more than 2 million British pound sterling in value and (b) notice, as soon as reasonably practicable following a counterparty termination of such contract(s) and in no event later than (3) business days following a counterparty termination of such contract(s).

Bankruptcy Covenants:

The DIP Term Loan Documents will contain restructuring covenants customary for debtor-in-possession financing facilities of this size, type, and purpose, including, without limitation, requiring that the Debtors:

- (i) use commercially reasonable efforts (a) to prepare or cause to be prepared the applicable DIP Term Loan Documents within the Borrowers’ control (including all relevant motions, applications, orders, any other required agreements and other documents to effectuate and consummate the restructuring transactions) and to negotiate such documents in good faith, (b) to provide draft copies of all motions, documents and other pleadings to be filed in the Cases to counsel to the DIP Lenders as soon as reasonably practicable, and (c) to consult in good faith with counsel to the Requisite Lenders regarding the form and substance of any of the foregoing material documents in advance of the filing, execution, distribution or use (as applicable) thereof;

- (ii) use commercially reasonable efforts to (1) file the Acceptable Plan (as defined in Annex I) and the Disclosure Statement (as defined in Annex I) with the Bankruptcy Court, and (2) as soon as reasonably practicable following entry of the order approving the Disclosure Statement by the Bankruptcy Court, cause the solicitation of votes to approve the Acceptable Plan and seek entry of the confirmation order with respect thereto;
- (iii) oppose any motion filed with the Bankruptcy Court by any person seeking the entry of an order (a) directing the appointment of an examiner or a trustee, (b) converting any Case to a case under chapter 7 of the Bankruptcy Code, or (c) dismissing the Cases;
- (iv) inform counsel to the DIP Lenders as soon as reasonably practicable after becoming aware of: (a) any matter or circumstance which they know, or believe is likely, to be a material impediment to the implementation or consummation of the restructuring transactions; (b) a breach of any DIP Term Loan Document; and (c) any representation or statement made or deemed to be made by any Debtor under any DIP Term Loan Document which is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;
- (v) to the extent reasonably practicable, participate in once-a-week telephonic conferences with the DIP Lenders that agree to receive material nonpublic information and the DIP Lenders' advisors to provide updates and information related to the Debtors' restructuring;
- (vi) pay and reimburse all professional expenses required to be paid pursuant to the provisions of this Term Sheet in full in cash in immediately available funds, subject to any applicable orders of the Bankruptcy Court (including the orders with respect to the DIP Term Facility) but without the need to file fee or retention applications, all expenses incurred prior to (to the extent not previously paid) the effective date of the Acceptable Plan;
- (vii) upon reasonable request of any of the advisors to the DIP Lenders, inform the applicable advisors as to (a) the status and progress of the marketing and sale process for the Debtors' U.S. Business and (b) the status and progress of the negotiations with any governmental regulatory authorities;
- (viii) not file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not consistent with the DIP Term Loan Documents without obtaining the prior written consent of the Requisite Lenders; provided, however that the Debtors shall be allowed to file such motion, pleading, or other document with respect to the matters set forth in Schedule A attached hereto but not to agree to any settlement or cash payment

with respect thereto without obtaining the prior written consent of the Requisite Lenders;

- (ix) not file any motion for any sale process, or bidding procedures with respect thereto, without obtaining the prior written consent of the Requisite Lenders (not to be unreasonably withheld or conditioned);
- (x) consult with the Requisite Lenders with respect to the development and adoption of any retention plan, bonus plan or severance program for key physicians and management;
- (xi) not file a motion to assume or reject any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code without providing three business days' prior written notice to the Requisite Lenders;
- (xii) not direct any direct or indirect subsidiary of the Debtors to take any action, or fail to take any action, that would be materially inconsistent with the DIP Term Loan Documents;
- (xiii) use all reasonable efforts to take any actions (including instituting proceedings) that are necessary or advisable to protect the Debtors and Topco's subsidiaries that are not Debtors domiciled in the United States from any actions, proceedings, exercises of contractual rights, terminations, defaults, remedies or other adverse actions brought by third parties arising from or in connection with the commencement of the Cases (including, without limitation, termination of leases and of material contracts referred to in clause (ix) of the section entitled "Reporting Covenants, Affirmative Covenants and Negative Covenants") (collectively, "Restructuring Impact"), which actions may include seeking appropriate protections in non-U.S. jurisdictions; and
- (xiv) promptly designate a working group of employees and advisors of the Debtors, including appropriate legal and financial personnel in both Australia and the United Kingdom, to (a) identify, analyze and quantify any actual or potential Restructuring Impact and to design and consider plans and make recommendations with respect to mitigation thereof, whether by negotiation, institution of proceedings, or otherwise, and (b) cause appropriate members of such working group to, on a bi-weekly, or if requested by the Requisite Lenders, up to weekly, basis consult with representatives of the Requisite Lenders with regard to Restructuring Impact and the mitigation thereof.

Events of Default:

The DIP Term Loan Documents will contain events of default customarily found in loan agreements for similar debtor in possession financings and other events of default deemed by the Backstop Parties to be reasonably appropriate to the specific transaction, including, without limitation, any (i) breach or failure to comply with the terms of the Interim Order or the

Final Order, as applicable; (ii) any breach or failure to comply with any of the Milestones (unless waived or extended by the Requisite Lenders); (iii) conversion of any of the Cases to cases under Chapter 7 of the Bankruptcy Code; (iv) the appointment of a receiver, receiver and manager, interim receiver or similar official over all or substantially all of the assets of any Debtor; (v) the commencement of any winding up or liquidation proceeding for the Debtors under any applicable law; (vi) the dismissal of the Cases; (vii) the appointment of a chapter 11 trustee or an examiner with expanded powers over the Cases; (viii) failure of the Borrowers to use the proceeds of the DIP Term Facility in accordance with the DIP Budget, subject to permitted variances, or as described in this Term Sheet, (ix) any termination of the use of prepetition cash collateral pursuant to the DIP Orders, as applicable and (x) occurrence of any Prohibited Variance.

Remedies:

The DIP Term Loan Documents and the DIP Orders shall contain usual and customary remedies including, without limitation, that upon the occurrence of an Event of Default under the DIP Term Loan Documents or the DIP Orders, the DIP Administrative Agent, acting at the direction of the Requisite Lenders, may take any or all of the following actions without seeking relief from the automatic stay, and without further order of or application to the Bankruptcy Court (as applicable): (i) charge the default rate set forth in the section entitled “Interest” above and (ii) immediately (a) terminate any remaining commitments and cease permitting any DIP Loans to be made under the DIP Term Facility to the Borrowers and (b) declare all obligations under the DIP Term Facility to be immediately due and payable and (ii) following the delivery of five (5) business days’ written notice by the DIP Administrative Agent (or the Prepetition Agents, acting at the direction of the Majority Lenders (as defined in the Prepetition SFA), with respect to termination of any consent to use cash collateral) to the Debtors and their counsel thereof (during which period the Event of Default is not cured), immediately terminate the Debtors’ limited use of cash collateral and exercise all rights and remedies provided for in the DIP Term Loan Documents or at law, including, without limitation, giving instructions to the DIP Collateral Agent to enforce against the Collateral.

Adequate Protection:

As adequate protection for the use of the collateral securing the prepetition obligations under the Prepetition SFA (the “Prepetition SFA Obligations”) (the “Prepetition SFA Collateral”) (including cash collateral) (i) the Prepetition Agents and the SFA Lenders (collectively, the “Prepetition Secured Parties”) shall, during the pendency of the Cases, receive payments in cash on a current basis of all reasonable and documented fees, costs and expenses, including the fees, costs and expenses of one restructuring counsel, one local counsel in any materially relevant jurisdiction and one financial advisor for the Prepetition Agents and one restructuring counsel, once local counsel in any materially relevant jurisdiction and one financial advisor for the SFA Lenders, taken as a whole (collectively, the “Adequate Protection Fees and Expenses”), and (ii) the Prepetition Security Agent shall, during the pendency of the Cases, be granted (a) additional and replacement liens on all property of the Debtors’ estates which would have constituted collateral securing the Prepetition SFA Obligations and (b) liens on all property constituting Collateral (collectively, the “Adequate

Protection Liens”) and a super-priority claim pursuant to section 507(b) of the Bankruptcy Code (which claim will, for the avoidance of doubt, be assertable solely against the Borrowers and Guarantors) (the “Adequate Protection Claims”), in each case, of the same relative priority to the extent of any diminution in value of the Prepetition Agents’ and SFA Lenders’ interest in the Prepetition SFA Collateral, subject and subordinate, in each case, only to the Carve-Out and DIP Liens. The foregoing shall be without prejudice to the right of any Prepetition Secured Party to later request or otherwise seek additional forms of adequate protection.

Right to Credit Bid:

Subject to entry of the Interim Order, the DIP Lenders shall have the right to credit bid (either directly or through one or more acquisition vehicles) as part of any asset sale process or plan sponsorship process and shall have the right to credit bid (either directly or through one or more acquisition vehicles) the full amount of their claims during any sale of Debtors’ assets (in whole or in part), including without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any restructuring plan subject to confirmation under section 1129(b)(2)(A)(ii)-(iii) of the Bankruptcy Code; provided, that such relief will be binding on the Debtors’ chapter 11 estates and all parties in interest upon entry of the Final Order.

Indemnification and Expenses:

The Loan Parties will indemnify the DIP Agents, the DIP Lenders, their respective investment advisors, affiliates and related funds/accounts, successors and assigns and the officers, directors, managers, employees, agents, advisors, controlling persons and members of each of the foregoing (each, an “Indemnified Person”) and hold them harmless from and against all costs, expenses (including reasonable and documented fees, disbursements and other charges of outside counsel) and liabilities of such Indemnified Person arising out of or relating to any claim or any litigation or other proceeding (regardless of whether such Indemnified Person is a party thereto and regardless of whether such matter is initiated by a third party or by the Borrowers or any of their affiliates) that relates to the DIP Term Facility or the transactions contemplated thereby; provided that, no Indemnified Person will be indemnified for any cost, expense or liability to the extent determined in the final, non-appealable judgment of a court of competent jurisdiction to have resulted solely from its gross negligence or willful misconduct. In addition, (a) all reasonable and documented out-of-pocket expenses (including, without limitation, reasonable and documented fees, disbursements and other charges of outside counsel and financial advisors) of the DIP Agents and DIP Lenders in connection with the DIP Term Facility and the transactions contemplated thereby, including for enforcement costs and documentary taxes associated with the DIP Term Facility and the transactions contemplated thereby, shall be paid by the Loan Parties from time to time, whether or not the Closing Date occurs, and (b) all reasonable and documented out-of-pocket expenses (including, without limitation, documented fees, disbursements and other charges of outside counsel and financial advisors) of the DIP Agents and the DIP Lenders (limited to professionals specifically set forth in this Term Sheet) incurred in connection with the Cases will be paid by the Loan Parties. The Loan Parties will indemnify the Prepetition Agents, their respective

affiliates, successors and assigns and the officers, directors, employees, agents, advisors, controlling persons and members of each of the foregoing (each, a “Prepetition Agent Indemnified Person”) and hold them harmless from and against all costs, expenses (including reasonable and documented fees, disbursements and other charges of outside counsel) and liabilities of such Prepetition Agent Indemnified Person arising out of or relating to any claim or any litigation or other proceeding (regardless of whether such Prepetition Agent Indemnified Person is a party thereto and regardless of whether such matter is initiated by a third party or by the Borrowers or any of their affiliates) that relates to the DIP Term Facility or the transactions contemplated thereby, including the Prepetition Agents’ compliance with the terms of the DIP Orders and all actions taken pursuant to or in accordance with the DIP Orders. All fees and expenses described above shall be payable by the Loan Parties, on a joint and several basis, whether accrued or incurred prior to, on, or after the Petition Date.

Assignments and Participations:

Any assignments under the DIP Term Facility prior to the earlier of: (i) the Final Funding Date and (ii) the date that is 60 days after the Petition Date are subject to the consent of the Borrowers (which, in each case, shall not be unreasonably withheld, conditioned or delayed, and which consent, as to the Borrowers, shall be deemed granted if not otherwise denied within seven (7) business days) and all assignments are subject to confirmation by the DIP Administrative Agent; provided, however, that any DIP Lender who wishes to assign its Roll-Up Loans and who also holds any loans under the Prepetition SFA will also have to simultaneously assign (or cause its affiliates to assign) to the same assignee a corresponding portion of the loans under the Prepetition SFA held by such DIP Lender, and any DIP Lender who wishes to assign its loans under the Prepetition SFA will also have to simultaneously assign (or cause its affiliates to assign) to the same assignee a corresponding portion of the Roll-Up Loans held by such DIP Lender. No such consent shall be required in the case of an assignment to (x) any other DIP Lender, (y) any of its affiliates or related funds/accounts or other entities that are managed, advised or sub-advised by a DIP Lender investment funds or (z) any investment funds, accounts, vehicles or other entities that are managed, advised or sub-advised by such Backstop Party, its affiliates or the same person or entity as such DIP Lender. No participation shall include voting rights, other than for matters requiring consent of 100% of the DIP Lenders. It being understood and agreed that to the extent that the DIP Participation Right accrues to a DIP Lender prior to settlement of its trade, such DIP Lender shall designate its assignee as a participant with respect to the DIP Participation Rights to the extent permitted by the DIP Credit Agreement and will assign any Roll-Up Loans attributable to the assigned portion of its DIP Loans subject to the transfer on account of funding via the DIP Participation Rights to the extent permitted and in accordance with the procedures of the DIP Credit Agreement.

Requisite Lenders under the DIP Term Facility:

“Requisite Lenders” shall mean DIP Lenders holding at least 50.1% of the outstanding commitments and/or exposure under the DIP Term Facility.

<i>Amendments:</i>	Requisite Lenders, except for provisions customarily requiring approval by affected DIP Lenders.
<i>Miscellaneous:</i>	The DIP Term Loan Documents will include, in each case customary to debtor-in-possession financing facilities of this size, type, and purpose (i) standard yield protection provisions (including, without limitation, provisions relating to compliance with risk-based capital guidelines, increased costs and payments free and clear of withholding taxes (in each case, subject to customary qualifications)), (ii) waivers of consequential damages and jury trial, and (iii) customary agency, set-off and sharing language.
<i>Governing Law and Submission to Exclusive Jurisdiction:</i>	State of New York (and to the extent applicable, the Bankruptcy Code). Each party to the Loan Documents will waive the right to trial by jury and will consent to jurisdiction of the state and federal courts located in The City of New York or, during the pendency of the Cases, to the jurisdiction of the Bankruptcy Court, except for certain security documents to be delivered by non-U.S. Loan Parties, which will be governed by applicable foreign law.
<i>Counsel to Backstop Parties:</i>	Akin Gump Strauss Hauer & Feld LLP
<i>Counsel to DIP Agents and Escrow Agent:</i>	Sidley Austin LLP

ANNEX I
CASE MILESTONES

Chapter 11 Milestones

1. Commencement of chapter 11 cases by June 1, 2023 (when filed, the “Petition Date”)
2. Entry of Interim Order that is acceptable to the DIP Agents and the Requisite Lenders and reasonably acceptable to the Debtors: Petition Date + 2 business days
3. Entry of Final Order that is acceptable to the DIP Agents and the Requisite Lenders and the Debtors: Petition Date + 35 days
4. Delivery of a business plan in a form acceptable to the Requisite Lenders and reasonably acceptable to the Debtors: Petition Date + 45 days.
5. Entry by Bankruptcy Court of an order approving the Disclosure Statement that is reasonably acceptable to the Requisite Lenders and the Debtors: Date of filing of Acceptable Plan + 60 days
6. Filing of a plan of reorganization that provides for the payment in full of all DIP obligations and is otherwise reasonably acceptable to the Requisite Lenders and the Debtors (an “Acceptable Plan”) and disclosure statement with respect to an Acceptable Plan (the “Disclosure Statement”) with the Bankruptcy Court: Petition Date + 75 days
7. Entry by Bankruptcy Court of an order confirming an Acceptable Plan that is reasonably acceptable to the Requisite Lenders and the Debtors: Date of filing of Acceptable Plan + 130 days
8. Consummation of the Acceptable Plan: Date of filing of Acceptable Plan + 150 days

U.S. Business Sale Process Milestones

1. Debtors to begin outreach to potential buyers: Petition Date
2. Debtors to provide access to a data room for potential buyers: Petition Date + 10 days (extension not to be unreasonably withheld)
3. Delivery of a winddown plan for the U.S. Business reasonably acceptable to the Requisite Lenders by: Petition Date + 40 days (the “U.S. Winddown Plan”)
4. Entry by Bankruptcy Court of an order approving bidding procedures in respect of sale of U.S. Business reasonably acceptable to the Requisite Lenders: Petition Date + 45 days
5. Debtors to conduct management presentations for potential buyers: Petition Date + 75 days (extension not to be unreasonably withheld)
6. Bid deadline: Petition Date + 110 days
7. Commencement of auction (if necessary): Petition Date + 115 days
8. Entry by Bankruptcy Court of Sale Order reasonably acceptable to the Requisite Lenders: Petition Date + 125 days (subject to Court availability and noticing requirements)
9. Consummation of sale of U.S. Business: Petition Date + 145 days

If at any time any of the foregoing Milestones 1, 2, 4, 5, 6, 7, 8 or 9 under “U.S. Business Sale Process Milestones” is not appropriately satisfied, then the Loan Parties must, absent the consent of the Requisite Lenders, cease pursuing the U.S. Business sale process and commence the U.S. Winddown Plan within ten (10) business days of such failure of the applicable Milestone to be satisfied.

EXHIBIT 1
CARVE OUT

1. Carve Out.

(a) Carve Out. As used in this [Final/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 plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to \$[20,000] incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, 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 Committee 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 before or on the first business day following delivery by the DIP Administrative Agent (or, if following the indefeasible payment in full, in cash of the DIP Obligations and the termination of all commitments under the DIP Term Facility, the Prepetition Agent) of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed \$9,750,000 incurred after the first business day following delivery by the DIP Administrative Agent (or, if following the indefeasible payment in full, in cash of the DIP Obligations and the termination of all commitments under the DIP Term Facility, the Prepetition Agent) of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “Post-Carve Out Trigger Notice Cap”). For purposes of the foregoing, “Carve Out Trigger Notice” shall mean a written notice delivered by email (or other electronic means) by the DIP Administrative Agent (or, if following the indefeasible payment in full, in cash of the DIP Obligations and the termination of all commitments under the DIP Term Facility, the Prepetition Agent) to the Debtors, their lead restructuring counsel, the U.S. Trustee, and counsel to the Committee, which notice may be delivered following (x) the occurrence and during the continuation of an Event of Default and acceleration of the DIP Obligations under the DIP Term Facility or (y) if all commitments under the DIP Term Facility have been terminated and the Debtors’ use of cash collateral has been terminated, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) Carve Out Reserves. On the day on which a Carve Out Trigger Notice is given by the DIP Administrative Agent (or, if following the indefeasible payment in full, in cash of the DIP Obligations and the termination of all commitments under the DIP Term Facility, the Prepetition Agent) to the Debtors with a copy to counsel to the DIP Lenders and counsel to the Creditors’ Committee (the “Termination Declaration Date”), the Carve Out Trigger Notice shall be deemed a draw request and notice of borrowing by the Debtors for Delayed Draw Term Loans under the Delayed Draw Term Loan Commitment (each as defined in the DIP Credit Agreement) (on a pro rata basis based on the then outstanding Delayed Draw Term Loan Commitments), in an amount equal to the then unpaid amounts of the Allowed Professional Fees (any such amounts actually advanced shall constitute Delayed Draw Term Loans) and (ii) also constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees. The Debtors shall deposit and hold such amounts in a segregated account at the DIP Administrative Agent in trust to pay such then unpaid Allowed Professional Fees (the “Pre-Carve Out Trigger Notice Reserve”) prior to any and all other claims. On the Termination Declaration Date, the Carve Out Trigger Notice shall also be deemed a request by the Debtors for Delayed Draw Term Loans under the Delayed Draw Term Loan Commitment (on a pro rata basis based on the then outstanding Delayed Draw Term Loan Commitments), in an amount equal to the Post-Carve Out Trigger Notice Cap (any such amounts actually advanced shall constitute Delayed Draw Term Loans) and (ii) constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash

thereafter held by any Debtor, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap. The Debtors shall deposit and hold such amounts in a segregated account at the DIP Administrative Agent in trust to pay such Allowed Professional Fees benefiting from the Post-Carve Out Trigger Notice Cap (the “Post-Carve Out Trigger Notice Reserve” and, together with the Pre-Carve Out Trigger Notice Reserve, the “Carve Out Reserves”) prior to any and all other claims. On the first business day after the DIP Administrative Agent gives such notice to such Delayed Draw Term Lenders (as defined in the DIP Credit Agreement), notwithstanding anything in the DIP Credit Agreement to the contrary, including with respect to the existence of a Default (as defined in the DIP Credit Agreement) or Event of Default, the failure of the Debtors to satisfy any or all of the conditions precedent for Delayed Draw Term Loans under the DIP Term Facility, any termination of the Delayed Draw Term Loan Commitments following an Event of Default, or the occurrence of the Maturity Date, each Delayed Draw Term Lender with an outstanding Commitment (on a pro rata basis based on the then outstanding Commitments) shall make available to the DIP Administrative Agent such Delayed Draw Term Lender’s pro rata share with respect to such borrowing in accordance with the Delayed Draw Term Facility. All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth above (the “Pre-Carve Out Amounts”), until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the DIP Administrative Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Secured Parties (as defined in the DIP Credit Agreement) in accordance with their rights and priorities as of the Petition Date. All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the “Post-Carve Out Amounts”), and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the DIP Administrative Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Agent for the benefit of the Prepetition Secured Parties in accordance with their rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the DIP Term Loan Documents, or this [Final/Interim] Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph [●], then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in this paragraph [●], prior to making any payments to the DIP Administrative Agent or the Prepetition Secured Parties, as applicable. Notwithstanding anything to the contrary in the DIP Term Loan Documents or this [Final/Interim] Order, following delivery of a Carve Out Trigger Notice, the DIP Administrative Agent and the Prepetition Agents 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 Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the DIP Administrative Agent for application in accordance with the DIP Term Loan Documents, or, if applicable, to the Prepetition Agent for the benefit of the Prepetition Secured Parties in accordance with their rights and priorities as of the Petition Date. Further, notwithstanding anything to the contrary in this [Final/Interim] Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute Loans (as defined in the DIP Credit Agreement) or increase or reduce the DIP Obligations, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the Initial Budget, Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this [Final/Interim] Order, the DIP Term Facility, or in any Prepetition Secured Facilities (including the Prepetition SFA), the Carve Out shall be senior to all liens and claims securing the DIP Term Facility, the Adequate Protection Liens, and the Adequate Protection Claims, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition Secured Obligations. Notwithstanding the payment of any amounts contained in the Carve Out Reserves (including any residual amounts contained therein) to the Prepetition Secured Parties as contemplated by this paragraph [●], all parties’

rights with respect to any such payments solely to the Prepetition Secured Parties (including whether such amounts constitute Prepetition Collateral) are expressly preserved.

(c) Payment of Allowed Professional Fees Prior to the Termination Declaration Date. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees, or on or following the Termination Declaration Date if on account of Allowed Professional Fees incurred on or prior to the Termination Declaration Date, shall not reduce the Carve Out.

(d) No Direct Obligation To Pay Allowed Professional Fees. None of the DIP Agents, DIP Lenders, or the Prepetition Secured Parties shall 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. Nothing in this [Interim/Final] Order or otherwise shall be construed to obligate the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties, 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.

(e) Payment of Carve Out On or After the Termination Declaration Date. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis. Any funding of the Carve Out shall be added to, and made a part of, the DIP Obligations secured by the Collateral and shall be otherwise entitled to the protections granted under this [Final/Interim] Order, the DIP Term Loan Documents, the Bankruptcy Code, and applicable law.

SCHEDULE A
MATERIAL LITIGATION

1. Anticipated reimbursement to the Commonwealth of Australia for certain potential overcharges related to the Company's use of its "EasyPay" program, and any fines or penalties associated therewith.
2. Anticipated reimbursement to the Commonwealth of Australia in connection with the Company's failure to provide bulk billing to certain patients under the Radiation Oncology Health Program Grants program, and any fines or penalties associated therewith.

Exhibit C

Budget

Project Sega
Weekly Cash Flow Model

DRAFT - SUBJECT TO MATERIAL CHANGE
CONFIDENTIAL

Total - DIP Motion Output

	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Total 14 Week Forecast
Week ending	Jun-23	Jun-23	Jun-23	Jun-23	Jun-23	Jul-23	Jul-23	Jul-23	Jul-23	Jul-23	Aug-23	Aug-23	Aug-23	Aug-23	Aug-23	
(USD in millions)	6/4	6/11	6/18	6/25	7/2	7/9	7/16	7/23	7/30	8/6	8/13	8/20	8/27	9/3	Sep-23	
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Operating Receipts	\$ 14.6	\$ 24.5	\$ 25.1	\$ 26.5	\$ 25.8	\$ 25.7	\$ 25.8	\$ 26.7	\$ 25.8	\$ 26.2	\$ 25.5	\$ 40.8	\$ 25.6	\$ 25.6	\$ 26.4	\$ 390.8
Operating Disbursements																
Supplier Payments & Other Operating Disbursements	(0.2)	(48.3)	(22.3)	(9.0)	(29.8)	(17.4)	(13.6)	(14.3)	(16.2)	(18.6)	(14.8)	(13.3)	(11.2)	(24.7)	(13.6)	(267.4)
Payroll	-	(15.1)	(7.8)	(20.9)	(6.0)	(16.4)	(5.2)	(21.3)	(20.1)	(21.4)	(1.7)	(18.6)	(5.6)	(16.8)	(3.3)	(180.3)
Total Operating Disbursements	(0.2)	(63.4)	(30.1)	(29.9)	(35.8)	(33.8)	(18.8)	(35.6)	(36.3)	(40.0)	(16.5)	(32.0)	(16.8)	(41.5)	(16.9)	(447.7)
Net Operating Cash Flow	14.4	(38.9)	(5.1)	(3.4)	(10.0)	(8.1)	7.0	(8.9)	(10.5)	(13.8)	9.1	8.8	8.8	(15.9)	9.5	(56.9)
Non-Operating Cash Flow																
Restructuring Professional & BOD Fees	-	-	(0.5)	-	-	-	-	-	(12.9)	-	-	-	(12.9)	-	-	(26.4)
Total Non-Operating Cash Flow	-	-	(0.5)	-	-	-	-	-	(12.9)	-	-	-	(12.9)	-	-	(26.4)
Unlevered Free Cash Flow	14.4	(38.9)	(5.6)	(3.4)	(10.0)	(8.1)	7.0	(8.9)	(23.4)	(13.8)	9.1	8.8	(4.1)	(15.9)	9.5	(83.3)
Net Financing Items																
DIP Draw	90.0	-	-	-	-	-	110.0	-	-	-	-	-	-	-	-	200.0
DIP Fees & Interest	(8.0)	-	-	-	-	(1.8)	(4.0)	-	-	(1.9)	-	-	-	(1.9)	-	(17.5)
Other Financing Cash Flows	-	(0.2)	(1.4)	(0.0)	-	(0.2)	(0.6)	(0.8)	(0.0)	-	(0.2)	(1.4)	(0.0)	-	(0.2)	(5.0)
Total Net Financing Items	82.0	(0.2)	(1.4)	(0.0)	-	(2.0)	105.4	(0.8)	(0.0)	(1.9)	(0.2)	(1.4)	(0.0)	(1.9)	(0.2)	177.4
Net Change in Cash	96.4	(39.1)	(6.9)	(3.5)	(10.0)	(10.1)	112.4	(9.7)	(23.4)	(15.6)	8.9	7.4	(4.1)	(17.8)	9.3	94.1
Beginning Cash Balance (including escrow)	\$ 19.5	\$ 115.9	\$ 76.8	\$ 69.9	\$ 66.4	\$ 56.4	\$ 46.3	\$ 158.7	\$ 149.0	\$ 125.6	\$ 110.0	\$ 118.8	\$ 126.2	\$ 122.1	\$ 104.3	\$ 19.5
(+/-) Net Change in Cash	96.4	(39.1)	(6.9)	(3.5)	(10.0)	(10.1)	112.4	(9.7)	(23.4)	(15.6)	8.9	7.4	(4.1)	(17.8)	9.3	94.1
Ending Cash Balance (including escrow)	115.9	76.8	69.9	66.4	56.4	46.3	158.7	149.0	125.6	110.0	118.8	126.2	122.1	104.3	113.6	113.6
(-) Trapped Cash	(19.2)	(19.5)	(18.7)	(19.0)	(19.2)	(19.5)	(18.7)	(19.0)	(19.2)	(19.5)	(19.7)	(19.0)	(19.2)	(19.5)	(19.7)	(19.7)
Available Cash (including escrow)	\$ 96.7	\$ 57.3	\$ 51.1	\$ 47.4	\$ 37.2	\$ 26.8	\$ 140.0	\$ 130.0	\$ 106.4	\$ 90.5	\$ 99.1	\$ 107.3	\$ 102.9	\$ 84.9	\$ 93.9	\$ 93.9

Project Segal
Weekly Cash Flow Model

DRAFT - SUBJECT TO MATERIAL CHANGE
CONFIDENTIAL

US - DIP Motion Output

	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Total 14 Week Forecast
Week ending	Jun-23	Jun-23	Jun-23	Jun-23	Jun-23	Jul-23	Jul-23	Jul-23	Jul-23	Jul-23	Aug-23	Aug-23	Aug-23	Aug-23	Aug-23	
(USD in millions)	6/4	6/11	6/18	6/25	7/2	7/9	7/16	7/23	7/30	8/6	8/13	8/20	8/27	9/3	Sep-23	
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Operating Receipts	\$ 9.5	\$ 17.9	\$ 17.9	\$ 17.9	\$ 17.9	\$ 17.9	\$ 17.9	\$ 17.9	\$ 17.9	\$ 17.9	\$ 17.9	\$ 17.9	\$ 17.9	\$ 17.9	\$ 17.9	\$ 260.7
Operating Disbursements																
Supplier Payments & Other Operating Disbursements	(0.2)	(28.6)	(17.0)	(6.9)	(11.2)	(14.7)	(9.3)	(11.5)	(9.0)	(14.5)	(11.7)	(8.7)	(7.7)	(14.9)	(10.9)	(176.8)
Payroll	-	(12.0)	(1.1)	(12.0)	(4.1)	(12.4)	(1.1)	(12.0)	(17.1)	(17.4)	(1.1)	(12.0)	(1.1)	(15.0)	(1.5)	(119.9)
Total Operating Disbursements	(0.2)	(40.6)	(18.1)	(18.9)	(15.3)	(27.1)	(10.4)	(23.5)	(26.1)	(31.9)	(12.8)	(20.7)	(8.8)	(29.9)	(12.4)	(296.7)
Net Operating Cash Flow	9.3	(22.7)	(0.1)	(1.0)	2.7	(9.2)	7.5	(5.6)	(8.2)	(14.0)	5.2	(2.8)	9.1	(11.9)	5.5	(36.0)
Non-Operating Cash Flow																
Restructuring Professional & BOD Fees	-	-	(0.1)	-	-	-	-	-	(7.6)	-	-	-	(7.6)	-	-	(15.2)
Total Non-Operating Cash Flow	-	-	(0.1)	-	-	-	-	-	(7.6)	-	-	-	(7.6)	-	-	(15.2)
Unlevered Free Cash Flow	9.3	(22.7)	(0.2)	(1.0)	2.7	(9.2)	7.5	(5.6)	(15.7)	(14.0)	5.2	(2.8)	1.6	(11.9)	5.5	(51.2)
Net Financing Items																
DIP Draw	40.5	-	-	-	-	-	77.0	-	-	-	-	-	-	-	-	117.5
DIP Fees & Interest	(4.8)	-	-	-	-	(0.9)	(2.4)	-	-	(1.0)	-	-	-	(1.0)	-	(10.0)
Other Financing Cash Flows	-	-	(0.6)	-	-	-	(0.6)	-	-	-	-	(0.6)	-	-	-	(1.8)
Total Net Financing Items	35.7	-	(0.6)	-	-	(0.9)	74.0	-	-	(1.0)	-	(0.6)	-	(1.0)	-	105.6
Net Change in Cash	45.0	(22.7)	(0.8)	(1.0)	2.7	(10.0)	81.5	(5.6)	(15.7)	(15.0)	5.2	(3.4)	1.6	(12.9)	5.5	54.5
Beginning Cash Balance (including escrow)	\$ 9.0	\$ 54.1	\$ 31.4	\$ 30.6	\$ 29.6	\$ 32.3	\$ 22.3	\$ 103.8	\$ 98.2	\$ 82.5	\$ 67.5	\$ 72.7	\$ 69.3	\$ 70.9	\$ 58.0	\$ 9.0
(+/-) Net Change in Cash	45.0	(22.7)	(0.8)	(1.0)	2.7	(10.0)	81.5	(5.6)	(15.7)	(15.0)	5.2	(3.4)	1.6	(12.9)	5.5	54.5
Ending Cash Balance (including escrow)	54.1	31.4	30.6	29.6	32.3	22.3	103.8	98.2	82.5	67.5	72.7	69.3	70.9	58.0	63.5	63.5
(-) Trapped Cash	(9.0)	(9.3)	(8.5)	(8.8)	(9.0)	(9.3)	(8.5)	(8.8)	(9.0)	(9.3)	(9.5)	(8.8)	(9.0)	(9.3)	(9.5)	(9.5)
Available Cash (including escrow)	\$ 45.0	\$ 22.1	\$ 22.0	\$ 20.8	\$ 23.3	\$ 13.0	\$ 95.3	\$ 89.4	\$ 73.5	\$ 58.2	\$ 63.1	\$ 60.5	\$ 61.9	\$ 48.7	\$ 54.0	\$ 54.0

Project Segal
Weekly Cash Flow Model

DRAFT - SUBJECT TO MATERIAL CHANGE
CONFIDENTIAL

ROW - DIP Motion Output

	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Total 14 Week Forecast
Week ending	Jun-23	Jun-23	Jun-23	Jun-23	Jun-23	Jul-23	Jul-23	Jul-23	Jul-23	Jul-23	Aug-23	Aug-23	Aug-23	Aug-23	Aug-23	
(USD in millions)	6/4	6/11	6/18	6/25	7/2	7/9	7/16	7/23	7/30	8/6	8/13	8/20	8/27	9/3	Sep-23	
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Operating Receipts	\$ 5.1	\$ 6.6	\$ 7.1	\$ 8.6	\$ 7.8	\$ 7.8	\$ 7.9	\$ 8.8	\$ 7.9	\$ 8.2	\$ 7.6	\$ 22.8	\$ 7.7	\$ 7.7	\$ 8.5	\$ 130.0
Operating Disbursements																
Supplier Payments & Other Operating Disbursements	-	(19.7)	(5.4)	(2.1)	(18.6)	(2.7)	(4.3)	(2.7)	(7.2)	(4.0)	(3.1)	(4.6)	(3.5)	(9.8)	(2.7)	(90.6)
Payroll	-	(3.1)	(6.7)	(8.9)	(1.9)	(4.0)	(4.1)	(9.3)	(3.0)	(4.0)	(0.6)	(6.6)	(4.5)	(1.8)	(1.8)	(60.4)
Total Operating Disbursements	-	(22.8)	(12.1)	(11.0)	(20.5)	(6.7)	(8.4)	(12.1)	(10.2)	(8.0)	(3.7)	(11.3)	(8.0)	(11.6)	(4.5)	(151.0)
Net Operating Cash Flow	5.1	(16.2)	(4.9)	(2.5)	(12.7)	1.0	(0.5)	(3.3)	(2.3)	0.2	3.9	11.6	(0.3)	(4.0)	3.9	(21.0)
Non-Operating Cash Flow																
Restructuring Professional & BOD Fees	-	-	(0.4)	-	-	-	-	-	(5.4)	-	-	-	(5.4)	-	-	(11.1)
Total Non-Operating Cash Flow	-	-	(0.4)	-	-	-	-	-	(5.4)	-	-	-	(5.4)	-	-	(11.1)
Unlevered Free Cash Flow	5.1	(16.2)	(5.3)	(2.5)	(12.7)	1.0	(0.5)	(3.3)	(7.7)	0.2	3.9	11.6	(5.7)	(4.0)	3.9	(32.1)
Net Financing Items																
DIP Draw	49.5	-	-	-	-	-	33.0	-	-	-	-	-	-	-	-	82.5
DIP Fees & Interest	(3.2)	-	-	-	-	(1.0)	(1.6)	-	-	(0.9)	-	-	-	(0.9)	-	(7.5)
Other Financing Cash Flows	-	(0.2)	(0.8)	(0.0)	-	(0.2)	-	(0.8)	(0.0)	-	(0.2)	(0.8)	(0.0)	-	(0.2)	(3.2)
Total Net Financing Items	46.3	(0.2)	(0.8)	(0.0)	-	(1.2)	31.4	(0.8)	(0.0)	(0.9)	(0.2)	(0.8)	(0.0)	(0.9)	(0.2)	71.8
Net Change in Cash	51.4	(16.4)	(6.1)	(2.5)	(12.7)	(0.1)	30.9	(4.1)	(7.7)	(0.7)	3.7	10.8	(5.7)	(4.8)	3.7	39.7
Beginning Cash Balance (including escrow)	\$ 10.4	\$ 61.8	\$ 45.4	\$ 39.3	\$ 36.8	\$ 24.1	\$ 24.0	\$ 54.9	\$ 50.8	\$ 43.1	\$ 42.4	\$ 46.1	\$ 56.9	\$ 51.2	\$ 46.4	\$ 10.4
(+/-) Net Change in Cash	51.4	(16.4)	(6.1)	(2.5)	(12.7)	(0.1)	30.9	(4.1)	(7.7)	(0.7)	3.7	10.8	(5.7)	(4.8)	3.7	39.7
Ending Cash Balance (including escrow)	61.8	45.4	39.3	36.8	24.1	24.0	54.9	50.8	43.1	42.4	46.1	56.9	51.2	46.4	50.1	50.1
(-) Trapped Cash	(10.2)	(10.2)	(10.2)	(10.2)	(10.2)	(10.2)	(10.2)	(10.2)	(10.2)	(10.2)	(10.2)	(10.2)	(10.2)	(10.2)	(10.2)	(10.2)
Available Cash (including escrow)	\$ 51.6	\$ 35.2	\$ 29.1	\$ 26.6	\$ 13.9	\$ 13.8	\$ 44.7	\$ 40.6	\$ 32.9	\$ 32.2	\$ 35.9	\$ 46.7	\$ 41.0	\$ 36.2	\$ 39.9	\$ 39.9

Exhibit B

DIP Credit Agreement

[TO BE FILED]

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
GENESIS CARE PTY LTD., <i>et al.</i> , ¹	)	Case No. 23-90614 (DRJ)
	)	
Debtors.	)	(Joint Administration Requested)
	)	
	)	Re: Docket No. __

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO
(A) OBTAIN POSTPETITION FINANCING, AND (B) USE CASH COLLATERAL;
(II) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE
EXPENSE CLAIMS; (III) GRANTING ADEQUATE PROTECTION TO THE
PREPETITION SECURED PARTIES; (IV) MODIFYING THE AUTOMATIC STAY;
(V) SCHEDULING FINAL HEARING; AND (VI) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (each, a “Debtor” and collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) pursuant to sections 105, 361, 362, 363(c), 363(e), 364(c), 364(d)(1), 364(e), 503, 506(c), 507, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”) and rules 2002-1, 4001-1(b), 4002-1(i), and 9013-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas (the “Local Bankruptcy Rules”), and the Procedures for Complex

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/GenesisCare>. The location of Debtor’s principal place of business and the Debtors’ service address in these chapter 11 cases is: 2270 Colonial Blvd., Fort Myers, FL 33907.

² Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the DIP Credit Agreement, as applicable.

Chapter 11 Cases in the Southern District of Texas (the “Complex Case Procedures”) seeking entry of this interim order (this “Interim Order”) among other things:

- (i) authorizing Genesis Specialist Care Finance UK Limited and Genesis Care USA Holdings, Inc., as borrowers (collectively, the “Borrowers”), to obtain, and the other Debtors, as guarantors (each, a “Guarantor,” and collectively, the “Guarantors”), to guarantee, on a joint and several basis, the Borrowers’ obligations under, a priming, senior secured, superpriority debtor-in-possession term loan facility in the aggregate principal amount (exclusive of capitalized DIP Fees (as defined below) and interest) of \$800,000,000 (the “DIP Term Facility,” and the commitments thereunder, the “DIP Commitments,” and the term loans advanced (or deemed advanced) thereunder, the “DIP Term Loans”) under that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement by and among the Borrowers, the Guarantors, and the DIP Secured Parties (as defined below), which is attached hereto as **Exhibit A** (as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time pursuant to the terms thereof, the “DIP Credit Agreement”), comprised of:
 - a. a “new money” multiple draw term loan facility in an aggregate principal amount (exclusive of capitalized DIP Fees and interest) of \$200,000,000, of which (A) an initial draw amount of \$90,000,000 (the “Initial Term Loans”) will be made available to be drawn in a single drawing upon entry of the Interim Order and satisfaction of the other applicable conditions to any Initial Term Loans set forth in the DIP Credit Agreement (such initial draw, the “Initial Draw”), and (B) an additional amount of \$110,000,000 (the “Delayed Draw Term Loans” and, together with the Initial Term Loans, the “New Money DIP Term Loans”) will be made available to be drawn in a single drawing upon entry of the Final Order and satisfaction of the other applicable conditions to any Delayed Draw Term Loans set forth in the DIP Credit Agreement (such subsequent draw, the “Subsequent Draw”); plus
 - b. “roll-up” term loans in an aggregate principal amount (exclusive of capitalized interest) of up to \$600,000,000, consisting of (A) upon entry of this Interim Order and funding of the Initial Draw, up to \$270,00,000 (the “Interim Roll-Up Amount”) which will be drawn down and immediately applied in repayment of an equivalent principal amount of Prepetition SFA Loans (as defined below) held by certain Prepetition Lenders (as defined below), representing a 3:1 ratio of Prepetition SFA Loans to New Money DIP Term Loans (the “Roll-Up Ratio”) as of the date of such draw down (the “Initial Roll-Up”), subject to the limitations contained in paragraphs 23 and 24 of this Interim Order, and (B) upon entry of the Final Order and funding of the Subsequent Draw, consistent with the Roll-Up Ratio, up to \$330,000,000 (the “Final Roll-Up Amount,” and together with the Interim Roll-Up Amount, the “Roll-Up Amount”) which will be drawn down and immediately applied in repayment of an equivalent principal amount of Prepetition SFA Loans held by certain Prepetition Lenders or their affiliates or related funds (the “Final Roll-Up,” and

together with the Initial Roll-Up, the “Roll-Up”), in each case on a cashless basis (the “Roll-Up Loans”), subject to the terms and conditions set forth in the DIP Credit Agreement and the Final Order;

which shall be funded by certain Prepetition SFA Lenders or their affiliates or related funds, in their capacities as postpetition financing lenders (collectively, the “DIP Lenders”), pursuant to the terms and conditions set forth in (i) the DIP Credit Agreement, (ii) the DIP Term Sheet attached hereto as **Exhibit B** (the “DIP Term Sheet”), (iii) that certain Senior Secured Superpriority Debtor-in-Possession Credit Facility Commitment Letter (the “DIP Backstop Commitment Letter”) executed by certain of the Prepetition SFA Secured Parties (as defined below) (each, a “Backstop Party,” and collectively, the “Backstop Parties”), and the Borrowers, and (iv) all agreements, documents, and instruments delivered or executed in connection with the DIP Credit Agreement, in each case (other than clause (iii)), satisfactory in form and substance to the Debtors, Kroll Agency Services Limited, as administrative agent and escrow agent (in such capacities, the “DIP Administrative Agent” and “DIP Escrow Agent,” respectively), and Kroll Trustee Services Limited, as collateral agent (in such capacity, the “DIP Collateral Agent,” and together with the DIP Administrative Agent and the DIP Escrow Agent, the “DIP Agents” and, together with the DIP Lenders, the “DIP Secured Parties”), and the DIP Lenders holding at least 50.1% of the outstanding commitments and/or exposure under the DIP Term Facility (the “Required Lenders”) (such agreements, documents, and instruments, including, without limitation, the DIP Credit Agreement, the DIP Term Sheet, and the Backstop Commitment Letter, collectively, the “DIP Term Loan Documents”); *provided*, that any Delayed Draw Term Loans proceeds not used by the Borrowers on the day of the Subsequent Draw in accordance with the DIP Budget (as defined below) shall be placed into a DIP Term Loan escrow account (the “DIP Escrow Account”) pursuant to the terms of the DIP Credit Agreement, and such amounts will be released to the Borrowers by the DIP Administrative Agent from the DIP Escrow Account pursuant to the terms and conditions set forth in the DIP Credit Agreement and the other DIP Term Loan Documents, as applicable;

- (ii) authorizing the Debtors to (a) enter into the DIP Credit Agreement and the other DIP Term Loan Documents, and (b) to perform their respective obligations thereunder and to take all such other and further acts as may be necessary, appropriate, or desirable in connection with the DIP Credit Agreement and the other DIP Term Loan Documents or the DIP Term Facility;
- (iii) granting the DIP Collateral Agent, for the benefit of itself and the DIP Lenders, allowed superpriority administrative expense claims in each of the Debtors’ chapter 11 cases and any successor cases, including any chapter 7 cases, with respect to the DIP Term Facility and all obligations and indebtedness owing thereunder, under the DIP Credit Agreement (including the Roll-Up Loans) and the other DIP Term Loan Documents (if any) and this Interim Order (collectively, the “DIP Obligations”), subject to the priorities set forth herein;

- (iv) granting the DIP Collateral Agent, for the benefit of itself and the DIP Lenders, automatically perfected priming security interests in, and liens on, with respect to the DIP Term Loans (including, for the avoidance of doubt, the Roll-Up Loans), all of the DIP Collateral (as defined below), including, but not limited to, Cash Collateral (as defined below) and the Prepetition SFA Collateral (as defined below), in each case, to secure the DIP Term Loans and the other Obligations (as defined in the DIP Credit Agreement), subject only to the Carve Out (as defined below) and the terms and priorities set forth herein;
- (v) authorizing the Debtors, subject to and pursuant to the terms and conditions set forth in this Interim Order, to continue to (a) use Cash Collateral and (b) provide adequate protection on account of any diminution in the value of the Prepetition SFA Collateral, including Cash Collateral, as a consequence of the Debtors' use, sale, or lease of the Prepetition SFA Collateral, including any Cash Collateral, the imposition of the automatic stay pursuant to Bankruptcy Code section 362, the Debtors' incurrence of Indebtedness (as defined in the DIP Credit Agreement) under the DIP Credit Agreement, and the priming of the liens and security interests of the Prepetition Secured Parties (as defined below) by liens and security interests granted by the DIP Credit Agreement and the other DIP Term Loan Documents (including this Interim Order), and any other basis consistent with section 361 of the Bankruptcy Code to the Prepetition Secured Parties;
- (vi) authorizing the Debtors to incur and pay, on the terms set forth herein and in the DIP Term Loan Documents, on a final and irrevocable basis, the principal, interest, premiums, fees, expenses, indemnities, and other amounts payable under this Interim DIP Order and the DIP Term Loan Documents as such amounts become earned, due, and payable, including, without limitation, the DIP Commitment Premium, the Closing Fee, the Exit Fee, the Ticking Fee, and the Agency Fees (each as defined below), other agent fees, and the fees and disbursements of the DIP Agents' and DIP Lenders' attorneys, advisors, accountants, appraisers, bankers and other consultants, all and solely to the extent provided in, and in accordance with, this Interim Order and the DIP Term Loan Documents;
- (vii) waiving, subject to entry of the Final Order to the extent provided therein, (i), the Debtors' and their estates' right to surcharge against the Prepetition SFA Collateral pursuant to Bankruptcy Code section 506(c), (ii) the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or Prepetition SFA Collateral, and (iii) the "equities of the case" exception under Bankruptcy Code section 552(b), each effective as of the Petition Date;
- (viii) authorizing the DIP Agents and the DIP Lenders to exercise remedies under the DIP Credit Agreement and the other DIP Term Loan Documents on the terms described herein and therein upon the occurrence, and during the continuation of, a DIP Termination Event (as defined below);
- (ix) modifying the automatic stay imposed by Bankruptcy Code section 362 to the extent necessary to implement and effectuate the terms of this Interim Order;

- (x) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Interim Order; and
- (xi) scheduling a final hearing (the “Final Hearing”) within thirty-five (35) days of the Petition Date to consider the relief requested in the Motion and approving the form of notice with respect to the Final Hearing.

This Court having considered the relief requested in the Motion, the Singh Declaration [Docket No. 21], the Fox Declaration [Docket No. 20] (together with the Singh Declaration, the “DIP Declarations”), the First Day Declaration [Docket No. 19], and the evidence submitted, and arguments of counsel made at, the initial hearing on the Motion on June 1, 2023 (the “Hearing”); and notice of the Motion and the Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c), and (d), and 9014 and all applicable Local Bankruptcy Rules, and it appearing that no other or further notice is necessary; and the Hearing to consider the relief requested in the Motion having been held and concluded; and all objections and reservations of rights, if any, to the relief requested in the Motion having been withdrawn, resolved, or overruled on the merits by this Court; and it appearing that approval of the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and all parties in interest, and is essential for the continued operation of the Debtors’ businesses and the preservation of the value of the Debtors’ assets; and it appearing that the Debtors’ performance with respect to the DIP Credit Agreement and entry into the other DIP Term Loan Documents is a sound and prudent exercise of the Debtors’ business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor:

**BASED UPON THE RECORD ESTABLISHED AT THE HEARING, THIS COURT
MAKES THE FOLLOWING PRELIMINARY FINDINGS OF FACT AND
CONCLUSIONS OF LAW:³**

A. Petition Date. On June 1, 2023 (the “Petition Date”), the Debtors filed their voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas (this “Court”).

B. Debtors in Possession. The Debtors are operating their businesses and properties as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108. As of the date hereof, no trustee, examiner, or official committee of unsecured creditors (a “Committee”) has been appointed in any of the Chapter 11 Cases.

C. 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. §§ 157(b) and 1334. This Court’s consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). This Court may enter a final order consistent with Article III of the United States Constitution. Venue for the Chapter 11 Cases and the proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Notice. Notice of the Motion and the relief requested thereby and granted in this Interim Order has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules, and was appropriate under the circumstances. No other or further notice of the Motion or entry of this Interim Order is required.

³ The findings and conclusions set forth herein constitute this 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.

E. Prepetition Secured Debt. Subject to the limitations thereon contained in paragraphs 23 and 24 of this Interim Order, the Debtors represent, admit, stipulate, and agree as follows as to each of (i) through (vii) below:

(i) Prepetition Senior Facilities Agreement. Pursuant to that certain Senior Facilities Agreement, dated October 23, 2018, (as amended and restated by amendment and restatement agreements, dated as of February 28, 2020 and March 19, 2020, and as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Prepetition SFA”), among Genesis Care Finance Pty Ltd, a company incorporated under the laws of Victoria, Australia, as borrower (the “Prepetition Borrower”), the guarantors from time to time party thereto (including certain Debtors), the lenders from time to time party thereto (collectively, the “Prepetition Lenders”), Kroll Agency Services Limited (formerly known as to Lucid Agency Services Limited), as Facility Agent (in such capacity, the “Prepetition SFA Facility Agent”), and Kroll Trustee Services Limited (formerly known as to Lucid Trustee Services Limited), as Security Agent (in such capacity, the “Prepetition Security Agent,” and together with the Prepetition SFA Facility Agent, the “Prepetition Agents,” and together with the Prepetition Lenders, the “Prepetition SFA Secured Parties”), the Prepetition Lenders provided secured term loans (the “Prepetition Term Loans”) and secured revolving loans (the “Prepetition Revolving Loans,” together with the Prepetition Term Loans, the “Prepetition SFA Loans”) to certain of the Debtors (the “Prepetition SFA Facility”).

(ii) Hedging Obligations. The Company is party to hedging agreements (the “Hedging Agreements”) with various counterparties (the “Hedge Counterparties”) pursuant to which the Company has entered into cross-currency interest rate swaps (the “Hedges”). The purpose of the Hedges is to hedge foreign exchange and interest rate risk arising in connection

with the Term Loan B Facilities by exchanging EUR funds borrowed under the Term Loan B Facilities and effectively converting the interest payment obligations thereunder into AUD, USD, GBP to match the currency requirements in each of the regions in which the Company operates based on the Company's EBITDA mix by region. As of the Petition Date, the Company has Hedges outstanding that effectively convert a total of EUR 187.0 million into AUD 299.9 million, a total of EUR 75.0 million into GBP 64.7 million, and a total of EUR 408 million into USD 457.1 million. As a result of the Company's strained liquidity situation and to preserve critical cash in the lead-up to a chapter 11 filing, the Company did not make certain payments that were due under Hedges with Bank of America, Morgan Stanley, and Bank of China on May 25, 2023. As of the Petition Date, the Debtors are a party to Hedging Agreements with Bank of America, Morgan Stanley and Bank of China. All Hedges with HSBC were terminated prior to the Petition Date. The approximate mark-to-market value to the Company of all Hedges as of April 30, 2023 (including those with HSBC that have been terminated) was approximately negative USD 10.9 million.

(iii) Prepetition Obligations. As of the Petition Date, certain of the Debtors were jointly and severally indebted and liable, without defense, counterclaim, or offset of any kind, to the Prepetition SFA Secured Parties under the Prepetition SFA and the Finance Documents (as defined in the Prepetition SFA) (collectively, the "Prepetition Credit Documents") in the aggregate amount of not less than \$1,618,000,000 of principal and accrued interest as of the Petition Date (collectively, the "Prepetition SFA Obligations Amount"), plus all other fees, costs, expenses, indemnification obligations, reimbursement obligations, charges, premiums, additional interest, any other obligations thereunder (together with the Prepetition SFA Obligations Amount, the "Prepetition SFA Obligations") and all other obligations (including Hedging Obligations) of

whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable under any other debt arrangements, that are secured by the Prepetition SFA Collateral (such other obligations, the “Prepetition Non-SFA Secured Obligations” and, together with the Prepetition SFA Obligations, the “Prepetition Obligations,” and the Prepetition SFA Secured Parties and holders of the Prepetition Non-SFA Secured Obligations (the “Prepetition Non-SFA Secured Parties”), collectively, the “Prepetition Secured Parties”). The Prepetition Obligations constitute legal, valid, binding, and non-avoidable obligations against each of the Debtors which are party to the Prepetition SFA and are not subject to any avoidance, recharacterization, effect, 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. 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 SFA are subject to avoidance, recharacterization, effect, 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.

(iv) Prepetition Liens. Prior to the Petition Date, certain of the Debtors granted to the Prepetition Security Agent, for the benefit of the Prepetition Secured Parties, valid, binding, perfected, and enforceable first-priority liens on and security interests in (the “Prepetition Liens”) the Charged Property (as defined in the Prepetition SFA, the “Prepetition SFA Collateral”), subject only to Permitted Collateral Liens (as defined in the Prepetition SFA) (solely to the extent any such Permitted Collateral Liens were valid, properly perfected, non-avoidable, and senior in priority 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 Bankruptcy Code section 546(b)) (such liens, excluding the Prepetition Liens, the “Permitted Prior Liens”). As of the Petition Date: (a) the Prepetition Liens were valid, binding, enforceable, non-avoidable, and properly perfected, and were granted to, or for the benefit of, the Prepetition Secured Parties for fair consideration and reasonably equivalent value; (b) the Prepetition Liens were senior in priority over any and all other liens on the Prepetition SFA Collateral, subject to the Permitted Prior Liens; (c) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Obligations exist, and no portion of the Prepetition Liens or Prepetition Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (d) the Debtors and their estates have no claims, objections, challenges, causes of action, or choses in action (including claims and causes of action under Bankruptcy Code sections 502(d), 544, 545, 547, 548, and 550, or any other avoidance actions under the Bankruptcy Code, whether pursuant to federal law or applicable state law or applicable state law equivalents, or actions for recovery or disgorgement, against any of the Prepetition Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to the Prepetition Credit Documents and the Prepetition Obligations; and (e) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Obligations, the priority of the applicable Debtors’ obligations thereunder, and the validity, perfection, extent, and priority of the Prepetition Liens securing the Prepetition Obligations.

(v) Cash Collateral. The Debtors’ cash, including cash and other amounts on deposit or maintained in any account or accounts by the Debtors, existing as of the Petition Date,

and any amounts generated by the collection of accounts receivable or other disposition of the Prepetition SFA Collateral, existing as of the Petition Date, and the proceeds of any of the foregoing, wherever located, is the Prepetition Secured Parties' cash collateral within the meaning of Bankruptcy Code section 363(a) (the "Cash Collateral").

(vi) No Control. As of the Petition Date, none of the Prepetition Secured Parties control the Debtors or their properties or operations, have authority to determine the manner in which any Debtors' operations are conducted, or are control persons or insiders of the Debtors by virtue of any of the actions taken with respect to, in connection with, related to, or arising from this Interim Order, the DIP Term Facility, the DIP Credit Agreement, the DIP Term Loan Documents, the Prepetition SFA, or the Prepetition Credit Documents.

(vii) Credit Bidding. The Debtors intend to file a motion (the "Bid Procedures Motion") to, among other things, establish bidding procedures for a sale of all or substantially all of the Debtors' US business and assets (a "363 Sale"). No Debtor, or Debtor's controlled affiliate, or successor to any of the foregoing shall object to any DIP Lender's, DIP Agents' or Prepetition Secured Party's right to credit bid up to the full amount of its DIP Obligations, Prepetition Obligations, and/or Adequate Protection Obligations (as defined herein), in each case including, without limitation, any accrued interest and expenses, in any 363 Sale, as applicable, whether such 363 Sale (as applicable) is effectuated through Bankruptcy Code section 363, under Bankruptcy Code section 1129, by a chapter 11 trustee, or otherwise.

F. Findings Regarding the DIP Term Facility and Use of Cash Collateral.

(i) Good and sufficient cause has been shown for the entry of this Interim Order and for authorizing the Debtors to obtain financing pursuant to the DIP Credit Agreement and to

use the Cash Collateral of the Prepetition Secured Parties, and to authorize the provision of adequate protection.

(ii) As set forth in the Motion, the DIP Declarations, and the First Day Declaration, the Debtors have an ongoing and immediate need to continue to use Cash Collateral, and to obtain credit pursuant to the DIP Term Facility, in order to, among other things: (a) pay transaction costs, fees, and expenses that are incurred in connection with the DIP Term Facility, (b) fund working capital and general corporate purposes of the Borrowers and the Guarantors, (c) make adequate protection payments as set forth in paragraph 13 below, (d) pay certain critical vendors, (e) finance certain intercompany loans to be used for working capital and general corporate purposes across relevant jurisdictions and debt obligations of the Debtors relating to: (1) LINAC leases (i.e., ongoing costs for certain vendor leasing/financing arrangements associated with the capital equipment used to provide cancer care (primarily LINACs); and (2) Sale-Leaseback facilities (i.e., ongoing obligations permitting the continued use of relevant equipment relating to historical sale leaseback transactions with GE, HSBC, and Macquarie) but excluding, for the avoidance of doubt, any debt obligations entered into with any Prepetition Secured Party, (f) finance a strategic alternatives process for the business of the U.S. Debtors, (g) pay professional fees due and payable under the DIP Term Facility, and (h) finance the administration of the Chapter 11 Cases. The Roll-Up Loans shall be used to repay the equivalent principal amount of the DIP Lenders' Prepetition SFA Loans outstanding under the Prepetition SFA, subject to the terms of this Interim Order and the Final Order. Absent granting the relief set forth in this Interim Order, the Debtors' estates and their businesses will be irreparably harmed.

(iii) As set forth in the Motion, the DIP Declarations, and the First Day Declaration, the Debtors are unable to obtain postpetition financing or other financial

accommodations on more favorable terms under the circumstances from sources other than the DIP Lenders pursuant to the terms and provisions of the DIP Credit Agreement and the DIP Term Loan Documents, and are unable to obtain satisfactory unsecured credit allowable under Bankruptcy Code section 503(b)(1). The Debtors are also unable to obtain secured credit with liens equal or junior to existing liens and, therefore, must grant, for the benefit of the DIP Lenders, priming liens under Bankruptcy Code section 364(d)(1) and a DIP Superpriority Claim (as defined below) on the terms and conditions set forth in this Interim Order and the DIP Credit Agreement. The Roll-Up Loans, as provided for under the DIP Term Facility and this Interim Order, are appropriate because the DIP Lenders would not have been willing to provide the DIP Term Facility or extend postpetition credit to the Debtors thereunder without the inclusion of the Roll-Up Loans within the DIP Term Facility.

(iv) Based upon the Motion, the First Day Declaration, the DIP Declarations, and the record presented to the Court at the Hearing, the terms of the DIP Credit Agreement and DIP Term Loan Documents, and the terms of the adequate protection granted to the Prepetition Secured Parties as provided in this Interim Order, are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with the Debtors' fiduciary duties, and provide the Debtors reasonably equivalent value and fair consideration.

(v) The Prepetition Secured Parties have not objected to (or, as applicable, have not been directed to object to), entry of this Interim Order, the Debtors' entry into the DIP Term Facility, including the granting of priming liens and claims in connection therewith, or the continued use of Cash Collateral, and certain Prepetition SFA Secured Parties have consented to such relief on the terms and conditions set forth in this Interim Order.

(vi) The DIP Term Facility and the Debtors' continued use of Prepetition SFA Collateral (including Cash Collateral) to, among other things, fund the administration of the Debtors' estates, the continued operation of the Debtors' businesses, the strategic alternatives process for the Debtors' U.S. businesses and assets, and the incurrence and payment of any Adequate Protection Obligations (as defined below), including the granting of Adequate Protection Liens (as defined below), in accordance with the terms hereof, and the Adequate Protection Claims (as defined below) to the Prepetition Secured Parties (and their successors and assigns) pursuant to this Interim Order, the DIP Credit Agreement, and the DIP Term Loan Documents, have been negotiated in good faith and at arm's-length among the Debtors, the DIP Secured Parties, and certain Prepetition SFA Secured Parties, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with the DIP Term Facility, the DIP Credit Agreement, and the DIP Term Loan Documents, including, without limitation, all loans made to, and guarantees issued by, the Debtors pursuant to the DIP Credit Agreement and the DIP Term Loan Documents, and any DIP Obligations, shall be deemed to have been extended by the DIP Agents and the DIP Lenders, and their respective affiliates, in good faith, as that term is used in Bankruptcy Code section 364(e), and in express reliance upon the protections offered by Bankruptcy Code section 364(e), and the DIP Agents and the DIP Lenders (and their successors and assigns) shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this Interim Order or any provision hereof is vacated, reversed, or modified on appeal.

G. Permitted Prior Liens; Continuation of Prepetition Liens. Nothing herein shall constitute a finding or ruling by this Court that any alleged Permitted Prior Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing herein shall prejudice any rights of any party in interest, including, but not limited to, any of the Debtors, the DIP Secured

Parties, or the Prepetition Secured Parties to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Permitted Prior Lien or security interest. Subject to entry of the Final Order, and to the extent set forth therein, the right of a seller of goods to reclaim such goods under Bankruptcy Code section 546(c) is not a Permitted Prior Lien and is expressly subject and subordinate to the DIP Liens and the Adequate Protection Liens.

H. Sections 506(c) and 552(b). Subject to entry of the Final Order, and to the extent provided therein, the Debtors and the DIP Secured Parties have agreed, as a condition to the DIP Lenders extending postpetition financing to the Debtors under the DIP Term Facility, a material inducement to the DIP Secured Parties to agree to provide the New Money DIP Term Loans and enter into the DIP Term Facility, and in exchange for (a) the DIP Secured Parties' willingness to provide the DIP Term Facility to the extent set forth herein, (b) the DIP Agents' and the DIP Lenders' agreement to subordinate their DIP Liens and superpriority claims granted hereunder to the Carve Out (as defined below), and (c) the consensual use of Cash Collateral consistent with the DIP Budget and the terms of this Interim Order, each of the DIP Secured Parties and certain Prepetition SFA Secured Parties have negotiated for, and the Debtors intend to seek, (1) a waiver of any equities of the case exceptions or claims under Bankruptcy Code section 552(b) and a waiver of unjust enrichment and similar equitable relief as set forth below, and (2) a waiver of the provisions of Bankruptcy Code section 506(c) subject to the terms hereof.

I. Immediate Entry. Good and sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2). Consummation of the DIP Term Facility and the use of Cash Collateral in accordance with this Interim Order, the DIP Credit Agreement, and the DIP Term Loan Documents is in the best interests of the Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties. Based upon the foregoing findings

and conclusions, the Motion, the DIP Declarations, and the record before this Court with respect to the Motion, and after due consideration, and good and sufficient cause appearing thereof:

IT IS HEREBY ORDERED THAT:

1. Motion Granted. The interim relief sought in the Motion is granted to the extent set forth herein. Any and all objections to this Interim Order, to the extent not withdrawn, waived, settled, or otherwise resolved, and all reservations of rights included therein, are hereby overruled on the merits.

2. Authorization of the DIP Term Facility and the DIP Term Loan Documents.

(a) The Debtors are hereby expressly authorized and directed to enter into and perform under the DIP Credit Agreement and the other DIP Term Loan Documents, which are each hereby approved.

(b) Upon entry of this Interim Order, the Debtors are immediately authorized, subject to the terms and conditions of this Interim Order, the DIP Credit Agreement, and the other DIP Term Loan Documents, to borrow up to an aggregate principal amount of \$90,000,000 of New Money DIP Term Loans pursuant to the Initial Draw, to repay Prepetition SFA Obligations using amounts borrowed by way of Roll Up Loans in an aggregate principal amount of \$270,000,000 (the Interim Roll-Up Amount) pursuant to the Roll-Up Ratio on a cashless basis (effective upon the Initial Draw) pursuant to the terms and provisions of the DIP Credit Agreement, the other DIP Term Loan Documents, and this Interim Order, and to incur and pay the principal, interest, premium, fees (including the DIP Fees (as defined below)), indemnities, expenses and other amounts provided for in the DIP Credit Agreement, the other DIP Term Loan Documents, and this Interim Order, pursuant to the terms and provisions thereof, subject to any limitations on availability or borrowing under the DIP Credit Agreement, the other DIP Term Loan Documents,

and this Interim Order, which new-money borrowings shall be used for all purposes as permitted under the DIP Credit Agreement, the other DIP Term Loan Documents, and this Interim Order (including pursuant to the Budget (as defined below)). Upon entry of this Interim Order and the Initial Draw, without any further action by the Debtors or any other party, the Debtors shall be authorized and deemed to have repaid (on a cashless basis) and thereby discharged the Interim Roll-Up Amount of Prepetition SFA Loans using amounts borrowed by way of Roll-Up Loans, subject to the conditions set forth in the DIP Credit Agreement, the other DIP Term Loan Documents, and this Interim Order.

(c) In furtherance of the foregoing, and without further approval of this Court, the Debtors are authorized to perform all acts, to make, execute, and deliver all instruments, certificates, agreements, and documents (including, without limitation, the execution or recordation of pledge and security agreements, financing statements, and other similar documents) and to pay all fees, expenses and other amounts in connection with or that may be reasonably required (including, with respect to professional fees, those set forth in the DIP Credit Agreement, the other DIP Term Loan Documents, and this Interim Order), appropriate or desirable for the Debtors' performance of their obligations under or related to the DIP Term Facility, including, without limitation:

(i) the execution and delivery of, and performance under, each of the DIP Credit Agreement and the other DIP Term Loan Documents and any collateral documents contemplated thereby;

(ii) the non-refundable and irrevocable payment to the DIP Agents and the DIP Lenders, as the case may be, of all premiums, fees and expenses, including the DIP Fees (as defined below) (which fees and expenses, in each case, were and were deemed to have been approved upon

entry of this Interim Order, whether or not the fees and expenses arose before or after the Petition Date, shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, or other claim, cause of action, or other challenge of any nature under the Bankruptcy Code, applicable non-bankruptcy law, or otherwise), and any amounts due (or that may become due) in respect of the indemnification and expense reimbursement obligations, in each case referred to in the DIP Credit Agreement or the other DIP Term Loan Documents with respect to those indemnified and/or reimbursable parties specifically set forth therein, including (A) with respect to the Backstop Parties, a commitment premium in the amount as set forth in the DIP Backstop Commitment Letter, payable in kind, earned, and payable upon the execution and delivery of the DIP Backstop Commitment Letter (the “DIP Commitment Premium”), (B) with respect to the DIP Lenders, (i) a closing fee in an amount equal to 3.00% of the principal amount of the New Money DIP Term Loans, payable in kind in New Money DIP Term Loans, ratably based on the DIP Lenders’ respective funded portions of the applicable New Money DIP Term Loans (x) upon the Initial Draw, with respect to the Initial Term Loans and (y) upon the Subsequent Draw, with respect to the Delayed Draw Term Loans (the “Closing Fee”), (ii) to the extent the Debtors elect to repay the DIP Term Facility either partially or in full, in cash, an exit fee in an amount equal to 3.00% of the principal amount of the actually funded New Money DIP Term Loans, payable in cash at the time of such repayment (the “Exit Fee”), and (iii) commencing on the Closing Date (as defined in the DIP Credit Agreement), an unused ticking fee of 0.75% per annum of the aggregate unfunded commitments with respect to New Money DIP Term Loans shall be paid in kind to the DIP Lenders monthly in arrears on the first day of each month (the “Ticking Fee”), (C) with respect to the DIP Agents, the agency fees as set forth in that certain letter agreement (the “DIP Agent Letter Agreement”) between the DIP

Agents and the Debtors dated as of May [●], 2023 (the “Agency Fees” and together with the DIP Commitment Premium, the Closing Fee, the Exit Fee, and the Ticking Fee, the “DIP Fees”), and (D) with respect to the DIP Lenders and DIP Agents, fees of the Backstop Parties’ financial advisors (as listed in the DIP Credit Agreement, the other DIP Term Loan Documents, and this Interim Order) and all reasonable and documented costs and expenses as may become due from time to time under the DIP Credit Agreement, the other DIP Term Loan Documents, and this Interim Order, including fees and expenses of counsel, financial advisors, and other professionals retained by the DIP Agents and the DIP Lenders (to the extent provided by the DIP Term Loan Documents), and the other fees and expenses of other professionals as specifically provided for in the DIP Credit Agreement, the other DIP Term Loan Documents, and this Interim Order, subject to paragraph 22 below;

(iii) the granting of all liens and claims with respect to, and the making of any payments in respect of, the Adequate Protection Obligations (as defined below) to the extent provided for in this Interim Order; and

(iv) the performance of all other acts necessary, appropriate, or desirable under, or in connection with, the DIP Credit Agreement and the DIP Term Loan Documents.

3. DIP Obligations. Upon execution and delivery of the DIP Term Loan Documents, the DIP Term Loan Documents shall constitute legal, valid, binding, and non-avoidable obligations of the Debtors, enforceable in accordance with the terms of this Interim Order, the DIP Credit Agreement, and the other DIP Term Loan Documents, against the Debtors and their estates and any successors thereto, including any trustee appointed in the Chapter 11 Cases, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing. The DIP Obligations shall

be due and payable, without notice or demand, and the use of Cash Collateral shall cease on the Termination Declaration Date (as defined below) or the occurrence of any event or condition set forth in paragraphs 16 and 17 of this Interim Order (subject to the remedies procedures outlined in paragraph 17 herein); *provided, however*, that the Debtors may utilize Cash Collateral for up to five (5) additional business days in amounts not to exceed the DIP Budget pending a hearing solely for the purposes of making payroll of the Debtors and to fund critical expenses of the Debtors necessary to preserve the Prepetition SFA Collateral; *provided, further* that other than as permitted in the preceding proviso, during such period, the Debtors shall not utilize any Cash Collateral to contest or interfere with the DIP Agents' or DIP Lenders' enforcement of any rights provided under this Interim Order. Except as permitted by this Interim Order, no obligation, payment, transfer, or grant of security hereunder or under the DIP Credit Agreement or the other DIP Term Loan Documents to the DIP Agents and/or the DIP Lenders shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under applicable law (including, without limitation, under Bankruptcy Code sections 502(d), 544, and 547 to 550, or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or challenge, whether under the Bankruptcy Code or any other applicable law or regulation by any person or entity for any reason.

4. DIP Liens. Subject and subordinate to the Carve Out and to the provisions set forth in this paragraph 4, effective immediately upon entry of this Interim Order, the DIP Obligations shall be secured by valid, binding, continuing, enforceable, fully-perfected, non-avoidable,

automatically and properly perfected liens on, and security interests in (such liens and security interests, the “DIP Liens”) all assets (whether tangible, intangible, real, personal, or mixed) of the Debtors (and their bankruptcy estates) of any nature whatsoever and wherever located, whether first arising prior to or following the Petition Date (including the Prepetition SFA Collateral), now owned or hereafter acquired, including all accounts, chattel paper, and, subject to entry of the Final Order, claims and causes of action (including, for the avoidance of doubt, any and all causes of action, rights, claims, counterclaims, defenses, or assertions of any Debtor against or with respect to (i) any current or former officers, directors, managers, or employees of any Debtors, (ii) any direct or indirect equity holders of any Debtor, (iii) any direct or indirect lender to any Debtor, and (iv) any affiliate of any Debtor (including, subject to entry of the Final Order, or otherwise, on account of claims and causes of action under sections 502(d), 544, 545, 547, 548, and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code whether pursuant to federal law or applicable state law (collectively, the “Avoidance Actions”), and any proceeds or property recovered, unencumbered, or otherwise, from Avoidance Actions, whether by judgment, settlement, or otherwise), commercial tort claims, deposit accounts, documents, equipment, general intangibles, goods (including fixtures), instruments, inventory, investment property, money, cash, cash equivalents, and all deposit accounts, securities accounts, commodities accounts, and lockboxes, together with all money, cash, securities, and other investment property on deposit from time to time therein, letters of credit, letter-of-credit rights, and other supporting obligations, real property, books and records, and to the extent not otherwise included, all substitutions, replacements, accessions, products, and other proceeds and products (whether tangible or intangible and including, without limitation, insurance proceeds (including all proceeds from any directors’/officers’ liability insurance policies), licenses, royalties, income, payments,

claims, damages, and proceeds of suit) of any and all of the foregoing, and all collateral security and guarantees given by any person with respect to any of the foregoing, the right, title, or interest in any capital stock, investment property, partnership, membership, or other equity or similar interests in any entity (whether or not such entity is a Debtor), including all capital stock, securities accounts, investment property, partnership, and membership, other equity or similar interests (and including all rights, beneficial interests, causes of action, and choses of action related thereto) of the Debtors, whether existing as of the Petition Date or after acquired (all such property, excluding the Excluded Assets (as defined in the DIP Credit Agreement and set forth in, as applicable, the other DIP Term Loan Documents), the “DIP Collateral”); *provided*, that the DIP Agents and the Prepetition Agents shall have a security interest in any residual cash balance remaining in the Carve Out Reserves (as defined below) after all obligations benefitting from the Carve Out have been indefeasibly paid in full in cash pursuant to a final non-appealable order of this Court (or such other Court of competent jurisdiction), which residual balance shall be paid to the DIP Agents for application in accordance with the DIP Credit Agreement, the other DIP Term Loan Documents, and this Interim Order, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all commitments under the DIP Term Facility have been terminated, in which case any such excess shall be paid to the to the Prepetition Agents for the benefit of the Prepetition Secured Parties in accordance with their rights and priorities as set forth herein and the Prepetition Credit Documents (such security interest on residual cash balances remaining in the Carve Out Reserves, in accordance with this proviso, the “Carve Out Security Interest”). Notwithstanding the foregoing, and for the avoidance of doubt, nothing in this Interim Order shall be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors, and the Carve Out shall be senior to any and all liens and claims securing the DIP Facility, the

Prepetition Obligations, the Adequate Protections Liens, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition Obligations whatsoever.

DIP Liens will otherwise have the following priorities:

(a) Pursuant to Bankruptcy Code section 364(c)(2), subject and subordinate to the Carve Out, a valid, binding, continuing, enforceable, fully-perfected, first-priority senior security interest in and lien upon all of the DIP Collateral, including, without limitation, all prepetition and postpetition property of the Debtors, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date, is not subject to Prepetition Liens or any other valid, perfected, and non-avoidable liens (or perfected after the Petition Date to the extent permitted by Bankruptcy Code section 546(b)), including, for the avoidance of doubt, but subject to entry of the Final Order, Avoidance Actions and any proceeds thereof, subject and subordinate only to the Carve Out, and as to the Carve Out Reserves and funds therein, to the extent of any Carve Out Security Interest; and

(b) Pursuant to Bankruptcy Code section 364(d)(1), a valid, binding, continuing, enforceable, fully perfected, first-priority priming security interest and lien (the “Priming Liens”) on all DIP Collateral, whether in existence on the Petition Date or thereafter created, acquired, or arising, and wherever located, to the extent that such DIP Collateral is subject to any of the Prepetition SFA Liens, subject and subordinate only to the Carve Out and to Permitted Prior Liens, and as to the Carve Out Reserves, and funds therein, to the extent of any Carve Out Security Interest. The Priming Liens shall prime in all respects the liens and security interests of the Prepetition Secured Parties, with respect to the Prepetition SFA (including, without limitation, the Prepetition SFA Liens, the Adequate Protection Liens granted to the Prepetition Secured Parties, and any purported prepetition liens (the “Primed Liens”). Notwithstanding anything

herein to the contrary, the Priming Liens (x) shall be subject and junior to the Permitted Prior Liens and will have no recourse to the Carve Out Reserves, or the funds therein (other than to the extent of the Carve Out Security Interest on the terms therein and in all cases, for the avoidance of doubt, subject and subordinate to the Carve Out) in all respects, (y) shall be senior in all respects to the Primed Liens, and (z) shall also be senior to the Adequate Protection Liens.

(c) The DIP Liens and the Priming Liens shall be entitled to the full protection of Bankruptcy Code section 364(e) if this Interim Order or any provision hereof is vacated, reversed, or modified on appeal.

5. DIP Superpriority Claims. Pursuant to Bankruptcy Code section 364(c)(1), all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against the Debtors on a joint and several basis (without the need to file any proof of claim) with priority over any and all claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) and 507(b) and any and all administrative expenses or other claims (“Administrative Expense Claims”) arising under Bankruptcy Code sections 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c) (subject to entry of the Final Order to the extent set forth therein), 507(a), 507(b), 726, 1113, or 1114 (including the Adequate Protection Obligations (as defined below)), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment, which allowed claims (the “DIP Superpriority Claims”) shall, for purposes of Bankruptcy Code section 1129(a)(9)(A), be considered administrative expenses allowed under Bankruptcy Code section 503(b), and which DIP Superpriority Claims shall be payable from, and have recourse to, all of the DIP Collateral and all proceeds thereof in accordance with the DIP Credit Agreement, the other DIP Term Loan

Documents, and this Interim Order, subject only to payment in full of the Carve Out and provided that the DIP Superpriority Claims will have no recourse to the Carve Out Reserves, or the funds therein, except to the extent of any Carve Out Security Interest on the terms set forth herein after payment in full of the Carve Out. The DIP Superpriority Claims shall be entitled to the full protection of Bankruptcy Code section 364(e) if this Interim Order or any provision hereof is vacated, reversed, or modified on appeal.

6. DIP Budget Compliance and Reporting.

(i) Attached to this Interim Order as **Exhibit C** is a 13-week cash flow forecast for the 13-week period commencing on the Petition Date, in form and substance acceptable to the Backstop Parties, which consists of forecasted receipts and disbursements (including professional fees, which shall not be subject to the Prohibited Variance (as defined below)) of the Debtors by region (U.S. and rest-of-world) (the “Initial DIP Budget”). The Debtors shall deliver an updated 13-week cash forecast (categorized by (x) U.S. and (y) rest of world) in form and substance satisfactory to the Required Lenders (together with the Initial DIP Budget, the “DIP Budget”) on or prior to the fifth business day (fourth business day during holiday weeks) after the end of the last week of each four-week period following the Petition Date (and to the extent any updated DIP Budget is not objected by the Required Lenders within (including through counsel by electronic mail) five (5) business days of receipt, the updated DIP Budget shall be deemed accepted). Any amendments, supplements, or modifications to the DIP Budget or Budget Variance Report (as defined below) shall be subject to the prior written approval of the Required Lenders in their sole discretion prior to the implementation thereof. If the Required Lenders have not approved in writing or objected within five (5) business days of receipt of such proposed updated DIP Budget, the proposed updated DIP Budget shall become the DIP Budget. Until any such updated budget,

amendment, supplement, or modification has been approved by the Required Lenders (or until the passage of the aforementioned five (5) business day period without receiving an objection to such proposed updated DIP Budget, as applicable, after which time the proposed new DIP Budget shall become effective), the Debtors shall be subject to and be governed by the terms of the DIP Budget then in effect.

(ii) Budget Testing. The Debtors shall at all times comply with the DIP Budget, subject to the Prohibited Variances (as defined below). Commencing on the fourth Thursday after the date of entry of the Interim Order (the “Initial Variance Report Date”), and on a bi-weekly (every two-week) basis thereafter (by 5:00 p.m. (prevailing Eastern time) on each such applicable Thursday, or the successive business day if such Thursday is not a business day, (a) a “Variance Report Date”), the Debtors shall deliver by email to the DIP Administrative Agent, for distribution to the DIP Lenders, a variance report (each, a “Budget Variance Report”) for the immediately preceding four-week Variance Period (as defined below) comparing, in each case not to exceed 15% (receipts) and 15% (disbursements), with respect to the U.S. business of the Debtors and 15% (receipts) and 15% (disbursements) with respect to the rest-of-world business of the Debtors (collectively, the “Prohibited Variance”), actual cash receipts on an aggregate basis and, separately, aggregate cash disbursements (excluding professional fees and expenses), in each case, on an aggregate basis, for such Variance Period to the projected receipts and disbursements (excluding professional fees and expenses), respectively, with respect to the U.S. business of the Debtors and separately with respect to the rest-of-world business of the Debtors, set forth in the DIP Budget for such four-week period after the Petition Date (each such period and successive four-week period, a “Variance Period”) and (ii) describing in adequate detail all material variances. For the avoidance of doubt, any reference to “written consent” or “written approval” hereunder

shall include consent or approval granted by email (including as communicated by counsel in writing to the DIP Lenders).

(iii) Except as otherwise agreed to by the DIP Administrative Agent, acting at the direction of the Required Lenders, and the Prepetition Agent, acting at the direction of the requisite Prepetition SFA Secured Parties, as applicable, or as expressly permitted herein or in the DIP Credit Agreement or the other DIP Term Loan Documents, the Debtors' use of the proceeds of the New Money DIP Term Loans and Cash Collateral shall only be permitted pursuant to the terms of, and in accordance with, the DIP Budget. The DIP Lenders and the DIP Agents, or certain Prepetition SFA Secured Parties, as applicable, shall have no obligation with respect to the Debtors' use of the proceeds of the New Money DIP Term Loans and Cash Collateral, and shall not be obligated to ensure or monitor the Debtors' compliance with the DIP Budget or to pay (directly or indirectly from the New Money DIP Term Loans or Cash Collateral) any expenses incurred or authorized to be incurred pursuant to the DIP Budget. The consent of the Required Lenders, the DIP Agents or the Prepetition SFA Secured Parties, as applicable, to the use of New Money DIP Term Loans or Cash Collateral pursuant to this Interim Order and the DIP Credit Agreement shall not be construed as consent to the use of any New Money DIP Term Loans or Cash Collateral after the occurrence of an Event of Default (as defined in the DIP Credit Agreement) (other than funding the Carve Out in full as set forth herein), regardless of whether the aggregate funds shown on the DIP Budget have been expended. The Debtors shall provide the DIP Lenders and the advisors to the Ad Hoc Term Lender Group with all reporting and other information required to be provided to the DIP Agents under the DIP Credit Agreement and the other DIP Term Loan Documents. In addition to, and without limiting, whatever rights to access the DIP Agents and the DIP Secured Parties have under the DIP Credit Agreement or the other

DIP Term Loan Documents, upon reasonable notice, at reasonable times during normal business hours, the Debtors shall, to the extent reasonably practicable, permit representatives, advisors, agents, and employees of the DIP Agents and the DIP Lenders to: (i) have access to and inspect the Debtors' books and records; and (ii) discuss the Debtors' affairs, financings, and conditions with the Debtors' attorneys and financial advisors.

7. Carve Out.

(a) 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 plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to \$20,000 incurred by a trustee under Bankruptcy Code section 726(b) (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "Allowed Professional Fees") incurred by persons or firms retained by the Debtors pursuant to Bankruptcy Code sections 327, 328, or 363 (the "Debtor Professionals") and the Committee pursuant to Bankruptcy Code sections 328 or 1103 (the "Committee Professionals" and, together with the Debtor Professionals, the "Professional Persons") at any time before or on the first business day following delivery by the DIP Administrative Agent (or, if following the indefeasible payment in full, in cash, of the DIP Obligations and the termination of all commitments under the DIP Term Facility, the Prepetition Agents) of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed \$9,750,000 incurred after the first business day following delivery by the DIP Administrative Agent (or, if following the indefeasible payment in

full, in cash, of the DIP Obligations and the termination of all commitments under the DIP Term Facility, the Prepetition Agents) of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “Post-Carve Out Trigger Notice Cap”). For purposes of the foregoing, “Carve Out Trigger Notice” shall mean a written notice delivered by email (or other electronic means) by the DIP Administrative Agent (or, if following the indefeasible payment in full, in cash of the DIP Obligations and the termination of all commitments under the DIP Term Facility, the Prepetition Agents) to the Debtors, their lead restructuring counsel, the U.S. Trustee, and counsel to the Committee, which notice may be delivered following (x) the occurrence and during the continuation of an Event of Default and acceleration of the DIP Obligations under the DIP Term Facility or (y) if all commitments under the DIP Term Facility have been terminated, the termination of the Debtors’ right to use Cash Collateral, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) Carve Out Reserves. On the day on which a Carve Out Trigger Notice is given by the DIP Administrative Agent (or, if following the indefeasible payment in full, in cash, of the DIP Obligations and the termination of all commitments under the DIP Term Facility, the Prepetition Agents) to the Debtors and their counsel with a copy to the U.S. Trustee, counsel to the DIP Lenders, and counsel to the Committee (the “Termination Declaration Date”), the Carve Out Trigger Notice shall be deemed a draw request and notice of borrowing by the Debtors for Delayed-Draw New Money Loans from DIP Lenders having outstanding New Money Loan Commitments (each as defined in the DIP Credit Agreement) (on a pro rata basis based upon the then outstanding New Money Loan Commitments), in an amount equal to the then unpaid amounts of the Allowed Professional Fees (any such amounts actually advanced shall constitute Delayed-

Draw New Money Loans) and also constitute a demand to the Debtors to utilize all cash on hand as of such date, and any available cash thereafter held by any Debtor, to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees. The Debtors shall deposit and hold such amounts in a segregated account held by or under the control of the DIP Administrative Agent in trust to pay such then unpaid Allowed Professional Fees (the “Pre-Carve Out Trigger Notice Reserve”) prior to any and all other claims. On the Termination Declaration Date, the Carve Out Trigger Notice shall also be deemed a request by the Debtors for Delayed-Draw New Money Loans from DIP Lenders having outstanding New Money Loan Commitments (on a pro rata basis based on the then outstanding New Money Loan Commitments), in an amount equal to the Post-Carve Out Trigger Notice Cap (any such amounts actually advanced shall constitute Delayed-Draw New Money Loans) and constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap. The Debtors shall deposit and hold such amounts in a segregated account held by or under the control of the DIP Administrative Agent in trust to pay such Allowed Professional Fees benefiting from the Post-Carve Out Trigger Notice Cap (the “Post-Carve Out Trigger Notice Reserve” and, together with the Pre-Carve Out Trigger Notice Reserve, the “Carve Out Reserves”) prior to any and all other claims. On the first business day after the DIP Administrative Agent gives such notice to such DIP Lenders, notwithstanding anything in the DIP Credit Agreement or other DIP Term Loan Document to the contrary, including with respect to the existence of a Default (as defined in the DIP Credit Agreement) or Event of Default, the failure of the Debtors to satisfy any or all of the conditions precedent for the borrowing of Delayed-Draw New Money Loans under the DIP Credit Agreement, any termination of the New Money Loan

Commitments following an Event of Default, or the occurrence of the Maturity Date, each DIP Lender with an outstanding DIP Commitment (on a pro rata basis based on the then outstanding Commitments) shall make available to the DIP Agents such DIP Lender's pro rata share with respect to such borrowing in accordance with the terms of the DIP Term Facility. In no event shall the provision of this paragraph result in an increase to any New Money Loan Commitments of any DIP Lender or any other Person. All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth above (the "Pre-Carve Out Amounts") until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the DIP Administrative Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all DIP Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Agents for the benefit of the Prepetition SFA Secured Parties in accordance with their rights and priorities as of the Petition Date. All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the "Post-Carve Out Amounts"), and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the DIP Administrative Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all DIP Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Agents for the benefit of the Prepetition SFA Secured Parties in accordance with their rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the DIP Credit Agreement, the other DIP Term Loan Documents, or this Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 7, then any excess funds in one of the Carve Out Reserves

following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in this paragraph 7, prior to making any payments to the DIP Agents or the Prepetition SFA Secured Parties, as applicable. Notwithstanding anything to the contrary in the DIP Credit Agreement, the other DIP Term Loan Documents, or this Interim Order, following delivery of a Carve Out Trigger Notice, the DIP Agent, the DIP Lenders, the Prepetition Agents, and the Prepetition Secured Parties 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 Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the DIP Administrative Agent for application in accordance with the DIP Credit Agreement, the DIP Term Loan Documents or this Interim Order, or, if applicable, to the Prepetition Agents for the benefit of the Prepetition SFA Secured Parties in accordance with their rights and priorities as of the Petition Date. Further, notwithstanding anything to the contrary in this Interim Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute Loans (as defined in the DIP Credit Agreement) or increase or reduce the DIP Obligations, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the DIP Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt, and notwithstanding anything to the contrary in this Interim Order, the terms of the DIP Term Facility, or in any prepetition secured facilities (including, without limitation, the Prepetition SFA), the Carve Out shall be senior to any and all liens and claims securing the DIP Term Facility, the Adequate Protection Liens, and the Adequate Protection

Claim, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition Secured Obligations. Notwithstanding the payment of any amounts contained in the Carve Out Reserves (including any residual amounts contained therein) to the Prepetition Secured Parties as contemplated by this paragraph 7, all parties' rights with respect to any such payments solely to the Prepetition Secured Parties (including whether such amounts constitute Prepetition SFA Collateral) are expressly preserved.

(c) Payment of Professional Fees Prior to the Termination Declaration Date.

Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees, or on or following the Termination Declaration Date if on account of Allowed Professional Fees incurred on or prior to the Termination Declaration Date, shall not reduce the Carve Out.

(d) No Direct Obligation to Pay Allowed Professional Fees. Subject to any of the DIP Agents', DIP Lenders', or Prepetition Secured Parties' obligations with respect to the Carve Out Reserves, none of the DIP Agents, DIP Lenders, or the Prepetition Secured Parties shall 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. Nothing in this Interim Order or otherwise shall be construed to obligate the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties, 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.

(e) Payment of Carve Out On or After the Termination Declaration Date. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-

for-dollar basis. Any funding of the Carve Out shall be added to, and made a part of, the DIP Obligations secured by the DIP Collateral, and shall be otherwise entitled to the protections granted under this Interim Order, the DIP Term Loan Documents, the Bankruptcy Code, and applicable law.

8. Limitation on Charging Expenses against Collateral. Subject to entry of the Final Order and effective as of the Petition Date, in light of the agreement of the DIP Agents, the DIP Lenders, and certain Prepetition SFA Lenders to allow (i) the Debtors to use Cash Collateral as provided for herein, (ii) the Carve Out, and (iii) for the subordination of the Primed Liens to the DIP Liens, no expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Prepetition SFA Collateral or the DIP Collateral (except to the extent of the Carve Out) pursuant to Bankruptcy Code section 506(c) or any similar principle of law, without the prior written consent of the DIP Agents, the Required Lenders, and the Prepetition Agents, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence.

9. No Marshaling/Application of Proceeds. Subject to entry of the Final Order and effective as of the Petition Date, the DIP Agents and the Prepetition Security Agent shall be entitled to apply the payments or proceeds of the DIP Collateral and the Prepetition SFA Collateral in accordance with the provisions of the Final Order, the DIP Credit Agreement, the other DIP Term Loan Documents, and the Prepetition SFA, as applicable, and in no event shall the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral or Prepetition SFA Collateral, as applicable.

10. Equities of the Case. Subject to entry of a Final Order and to the extent provided therein, effective as of the Petition Date, in light of, among other things, the agreement of the DIP Agents, the DIP Lenders, and certain Prepetition SFA Secured Parties to allow the Debtors to use Cash Collateral on the terms set forth herein (i) the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties shall be entitled to the rights and benefits of Bankruptcy Code section 552(b), if any, and (ii) the “equities of the case” exception under Bankruptcy Code section 552(b) shall not apply to such parties with respect to the proceeds, products, offspring, or profits of any of the Prepetition SFA Collateral or the DIP Collateral, as applicable.

11. Payments Free and Clear. Subject and subordinate to the Carve Out in all respects and subject to paragraphs 23 and 24 with respect to any Roll-Up Amounts, any and all payments or proceeds remitted to the DIP Administrative Agent on behalf of the DIP Agents or DIP Lenders pursuant to the provisions of this Interim Order, the DIP Credit Agreement, and any other DIP Term Loan Document or any subsequent order of this Court shall be irrevocable, received free and clear of any claim, charge, assessment, or other liability, including, without limitation, and subject only to entry of a Final Order to the extent provided therein, any claim or charge arising out of or based on, directly or indirectly, Bankruptcy Code sections 506(c) or 552(b), whether asserted or assessed by, through or on behalf of the Debtors.

12. Use of Cash Collateral. The Debtors are hereby authorized to use all Cash Collateral solely in accordance with this Interim Order, the DIP Credit Agreement, and the other DIP Term Loan Documents, to the extent set forth in the DIP Budget, including, without limitation, to make payments on account of the Adequate Protection Obligations (as defined below) and other obligations provided for in this Interim Order, the DIP Credit Agreement, and the other DIP Term Loan Documents. Except as pursuant to the DIP Budget, or on the terms and conditions of this

Interim Order, or an order of the Court, or as otherwise agreed to by the DIP Administrative Agent (acting at the direction of the Required Lenders), or, following payment in full in cash of the DIP Obligations and termination of the DIP Term Facility, the Prepetition Agents (acting at the direction of the requisite Prepetition SFA Secured Parties), the Debtors shall be enjoined and prohibited from at any time using the Cash Collateral.

13. Adequate Protection for the Prepetition Secured Parties. Subject and subordinate only to the Carve Out and the terms of this Interim Order, pursuant to Bankruptcy Code sections 361, 363(e), and 364, and in consideration of the stipulations and consents set forth herein, as adequate protection of their interests in the Prepetition SFA Collateral (including Cash Collateral), for any postpetition diminution in value of such interests (such diminution, a “Diminution in Value”) resulting from the incurrence of additional debt and the imposition of the Priming Liens on the Prepetition SFA Collateral, the Carve Out, the imposition of the automatic stay, the sale, lease, or use of the Prepetition SFA Collateral (including Cash Collateral), or any other reason for which adequate protection may be granted under the Bankruptcy Code, the Prepetition Agents and the other Prepetition Secured Parties are hereby granted the following (collectively, the “Adequate Protection Obligations”); provided that the Prepetition Agents on behalf of the Prepetition Secured Parties shall have no recourse to the Carve Out Reserves except to the extent of the Carve Out Security Interests on the terms herein, and the adequate protection will otherwise include:

(a) Adequate Protection Liens. As security for and solely to the extent of any Diminution in Value, valid, binding, enforceable, non-avoidable, effective, and automatically perfected additional and replacement liens on, and security interest in, the DIP Collateral (the “Adequate Protection Liens”), without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements,

financing statements, intellectual property filings, mortgages, deeds of trust, notices of lien, or other similar instruments or documents. The Adequate Protection Liens shall be subject and junior to the Permitted Prior Liens, the DIP Liens, the Carve Out, and otherwise be senior to all other security interests in, liens on, or claims against any of the Prepetition SFA Collateral, including the Prepetition Liens and any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under Bankruptcy Code section 551.

(b) Adequate Protection Claims. As further adequate protection, and to the extent provided by Bankruptcy Code sections 503(b) and 507(b), an allowed Administrative Expense Claim in the Chapter 11 Cases of each of the Debtors to the extent of any postpetition Diminution in Value (the “Adequate Protection Claims”). The Adequate Protection Claims shall be payable from, and have recourse to, all DIP Collateral and all proceeds thereof. Subject to the Carve Out and the DIP Superpriority Claims in all respects, the Adequate Protection Claims will not be junior or *pari passu* to any claims and shall have priority over all Administrative Expense Claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, and to the extent permitted by law (including the Bankruptcy Code), Administrative Expense Claims of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 365, 503(a), 506(c) (subject to entry of the Final Order to the extent provided for therein), 507(a), 507(b), 546(d) (subject to entry of the Final Order to the extent provided for therein), 726, 1113 and 1114. The Prepetition Secured Parties shall not receive or retain any payments, property, or other amounts in respect of the Adequate Protection Claims from the Debtors under Bankruptcy Code section 507(b) granted hereunder unless and until the DIP Obligations have been indefeasibly paid in full, in cash, or as otherwise provided in the DIP Credit Agreement or the DIP Term Loan Documents.

(c) Fees and Expenses. As further adequate protection, the Debtors are authorized and directed to pay, without further Court order, the reasonable and documented fees and expenses (the “Adequate Protection Fees”), whether incurred before or after the Petition Date, of the Prepetition Secured Parties, to the extent set forth in the DIP Credit Agreement, the other DIP Term Loan Documents, and this Interim Order. The Adequate Protection Fees shall include, without limitation, (i) the Prepetition Agents’ outstanding agency fees, (ii) Houlihan Lokey, Inc.’s advisory fee, and (iii) the reasonable and documented fees and expenses of (A) Akin Gump Strauss Hauer & Feld, LLP, Arnold Bloch Leibler and Houlihan Lokey, Inc. in their capacities as lead counsel, Australian counsel, and investment banker, respectively, to the Backstop Parties and the Ad Hoc Term Lender Group, (B) Wachtell, Lipton, Rosen & Katz as counsel to certain Backstop Parties, and (C) Sidley Austin LLP as legal counsel to the Prepetition Agents and DIP Agents. Professionals for the Prepetition Secured Parties shall not be required to file applications or motions with, or obtain approval of, this Court for compensation and reimbursement of fees and expenses; *provided, however*, that any time such professionals seek the payment of fees and expenses from the Debtors, each professional shall provide reasonably detailed summary copies of its fee and expense statements or invoices (which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney client privilege or of any benefits of the attorney work product doctrine) to counsel to the Debtors, the U.S. Trustee, and counsel to any Committee (collectively, the “Fee Notice Parties”). If no objection to payment of the requested Adequate Protection Fees and expenses is made, in writing, by any of the Fee Notice Parties within ten (10) calendar days after delivery of such

invoices (the “Fee Objection Period”), then such invoice shall be promptly paid, without further order of, or application to, this Court or notice to any other party, and, in any case, within ten (10) calendar days following the expiration of the Fee Objection Period and shall not be subject to any further review, challenge, or disgorgement. For the avoidance of doubt, the provisions of such invoices shall not constitute a waiver of attorney-client privilege or any benefits of the attorney work product doctrine. If, within the Fee Objection Period, a Fee Notice Party sends to the affected professional a written objection to such invoice, then only the disputed portion of such Adequate Protection Fees shall not be paid as set forth above until the objection is resolved by the applicable parties in good faith or, if no resolution can be achieved after good faith discussions, by order of this Court, and any undisputed portion shall be paid as soon as reasonably practicable and, in any case, within seven (7) calendar days following the expiration of the Fee Objection Period. Subject to the terms hereof, the Debtors are authorized, without further notice or hearing, to pay all reasonable and documented fees, costs, and out-of-pocket expenses of the Prepetition SFA Secured Parties to the extent set forth in and payable under the DIP Credit Agreement, the other DIP Term Loan Documents, or this Interim Order; *provided, however*, that parties shall not have to comply with the fee review provisions set forth above with respect to any fees or expenses incurred prior to entry of the Interim Order.

14. Perfection of DIP Liens and Adequate Protection Liens.

(a) The DIP Collateral Agent and the Prepetition Security Agent are hereby authorized, but not required, to file or record (and to execute in the name of the Debtors, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) security agreements, pledge agreements, financing statements, intellectual property filings, deeds of trust, mortgages, depository account control agreements, notices of lien, or similar

instruments in any jurisdiction in order to validate and perfect the DIP Liens and the Adequate Protection Liens. Whether or not the DIP Collateral Agent or the Prepetition Security Agent shall, in their discretion or at the direction of the Required Lenders or requisite Prepetition Secured SFA Parties, choose to file such security agreements, pledge agreements, financing statements, intellectual property filings, deeds of trust, mortgages, depository account control agreements, notices of lien, or similar instruments or documents, such DIP Liens and Adequate Protection Liens shall be deemed valid, automatically perfected, allowed, enforceable, non-avoidable and effective by operation of law, and not subject to challenge, dispute, or subordination (subject to the priorities set forth in this Interim Order), at the time and on the date of this Interim Order, in any jurisdiction (domestic and foreign), without the need of any further action of any kind. This Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the DIP Liens and the Adequate Protection Liens without the necessity of filing or recording any security agreements, pledge agreements, financing statement, intellectual property filing, deed of trust, mortgage, depository account control agreement, notice of lien, or other instrument or document which my otherwise be required under the law of any jurisdiction or the taking of any other action to create, attach, validate or perfect the DIP Liens and the Adequate Protection Liens or to entitle the DIP Liens and the Adequate Protection Liens to the priorities granted herein. Upon the request of the DIP Agents or the Prepetition Agents, as applicable, each of the Prepetition SFA Secured Parties and the Debtors, without any further consent of any party, is authorized to take, execute, deliver, and file such instruments (in the case of the Prepetition SFA Secured Parties, without representation or warranty of any kind) to enable the DIP Agents or the Prepetition Agents, as applicable, to further validate, perfect, preserve, and enforce the DIP Liens and the applicable

Adequate Protection Liens, respectively. All such documents will be deemed to have been recorded and filed as of the Petition Date.

(b) A copy of this Interim Order may, in the discretion of the DIP Collateral Agent or the Prepetition Security Agent or at the direction of the Required Lenders or the requisite Prepetition SFA Secured Parties, as applicable, be filed with or recorded in filing or recording offices in addition to, or in lieu of, such security agreements, pledge agreements, financing statements, intellectual property filings, mortgages, depository account control agreement, deeds of trust, notices of lien, or similar instruments, and all filing offices in all jurisdictions (domestic and foreign) are hereby authorized to accept such certified copy of this Interim Order for filing and recording.

(c) Any proceeds of the DIP Term Facility not used pursuant to the DIP Budget on the Final Funding Date shall be deposited into the DIP Escrow Account maintained by the DIP Escrow Agent under the sole dominion and control of the DIP Agents, and will be subject to the DIP Liens and Adequate Protection Liens. Funds in the DIP Escrow Account shall be disbursed to the Debtors in accordance with the terms and conditions set forth in the DIP Credit Agreement. From the Petition Date until the DIP Obligations have been paid in full in cash, all proceeds of the DIP Term Facility, cash receipts, Cash Collateral, and all proceeds from the sale or disposition of, or other revenue of any kind attributable to, any DIP Collateral that is now in, or shall hereafter come into, the possession or control of any of the Debtors, or to which any of the Debtors is now or shall hereafter become entitled shall be subject to the DIP Liens and Adequate Protection Liens (and shall be treated in accordance with this Interim Order and the DIP Term Loan Documents). The DIP Agents shall be deemed to have “control” over all cash management accounts (including the DIP Escrow Account) for all purposes of perfection under the Uniform Commercial Code

pursuant to this Interim Order, and if required by the DIP Agents (at the direction of the Required Lenders). Subject to the provisions of this Interim Order and the DIP Term Loan Documents, all financial institutions with which the Debtors maintain accounts containing Cash Collateral are authorized to comply with any request of the DIP Agents to turn over to the DIP Agents all Cash Collateral therein without offset or deduction of any kind after the occurrence and during the continuance of any Event of Default (as defined in the DIP Credit Agreement).

(d) Subject to entry of the Final Order, and to the extent provided therein, any provision of any lease or other license, contract, or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any the Debtors' interests in any lease, license, or other agreement, or the proceeds thereof, or other collateral related thereto, in connection with the granting of the DIP Liens and the Adequate Protection Liens, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Thereupon, any such provision shall have no force and effect with respect to the granting of the DIP Liens and the Adequate Protection Liens on the Debtors' interests in any lease, license, or other agreement, or the proceeds of any assignment and/or sale thereof by any Debtor in accordance with the terms of the DIP Credit Agreement, the other DIP Term Loan Documents, or this Interim Order.

(e) In order to evidence and confirm the priority of liens securing the DIP Obligations and the Prepetition Obligations, the Prepetition Agents and the DIP Agents are authorized and directed to enter into one or more intercreditor agreements (the "Confirmatory Intercreditor Agreements"), including any amendments necessary or desirable in connection therewith, consistent with this Interim Order evidencing and confirming the priority of the liens securing the DIP Obligations and the Prepetition Obligations. The Confirmatory Intercreditor

Agreements may be filed or furnished to any person or entity (including recording registries) to evidence and confirm the priority of the liens securing the DIP Obligations and the Prepetition Obligations. Additionally, this Interim Order, the Confirmatory Intercreditor Agreements, and any security agreements entered into in connection with the DIP Credit Agreement shall be Finance Documents (as defined in the Prepetition SFA Facility).

(f) The Debtors are further authorized, but not directed, to seek recognition of this Interim Order in any appropriate proceeding in a foreign jurisdiction.

15. Section 507(b) Reservation. Nothing herein shall impair or modify the application of Bankruptcy Code section 507(b) in the event that the adequate protection provided to the Prepetition Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition SFA Collateral during the Chapter 11 Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition Secured Parties, that the adequate protection granted herein does in fact adequately protect against any Diminution in Value of the Prepetition Secured Parties' respective interests in the Prepetition SFA Collateral (including the Cash Collateral).

16. DIP Termination Event. Subject to any applicable notice and cure periods and other terms set forth in paragraph 17 hereof, if the DIP Obligations have not been indefeasibly paid in full in cash or satisfied, including in connection with a 363 Sale, then the DIP Obligations shall accelerate and become due and payable in full, and the DIP Commitments and the Debtors' use of Cash Collateral will terminate, in each case, without further notice or action by the Court, following the earliest to occur of any of the following (each a "DIP Termination Event"): (i) the occurrence and continuation of any Event of Default (as defined and set forth in the DIP Credit Agreement), which Events of Default are explicitly incorporated by reference into this Interim

Order; (ii) the Debtors' failure to comply with any material provision of this Interim Order; (iii) the occurrence of the Maturity Date (as defined in the DIP Credit Agreement; and (iv) the entry of an order authorizing the use of Cash Collateral of the DIP Lenders on a non-consensual basis or financing under Bankruptcy Code section 364 that is *pari passu* or senior to the DIP Term Loans or the Prepetition SFA Loans or the filing by the Debtors of a motion seeking such authority; and (v) unless otherwise agreed to in writing by the Required Lenders in their sole discretion, the consummation of a sale or disposition of any material assets of the Debtors other than a sale or disposition in the ordinary course of business.

17. Remedies Upon a DIP Termination Event. The Debtors shall immediately provide notice to counsel to the DIP Agents, the DIP Lenders and the Prepetition Agents of the occurrence of any DIP Termination Event. Upon the occurrence of a DIP Termination Event (regardless of whether the Debtors have given the notice described in the previous sentence) and upon the request of the Required Lenders, (i) the commitment of each DIP Lender to make DIP Term Loans will be terminated (to the extent any such commitment remains under the DIP Term Facility) and all obligations under the DIP Term Facility shall become due and payable, (ii) the Debtors' authority to use Cash Collateral shall immediately terminate, subject only to the Carve Out and except that the Debtors may use Cash Collateral to make payroll of the Debtors and fund critical expenses of the Debtors necessary to preserve the Prepetition SFA Collateral, in each case in accordance with the terms of the Approved Budget and (iii) the DIP Lenders shall be entitled to file a motion with the Court seeking emergency relief from the automatic stay (the "Stay Relief Motion") upon no less than three (3) business days' written notice (the "Notice Period"), to counsel to the Debtors and their counsel, the U.S. Trustee, and counsel to any Committee. At the hearing on the Stay Relief Motion, the Court may fashion an appropriate remedy, including that (i) the DIP Collateral

Agent, acting at the direction of the Required Lenders, may exercise any rights and remedies against the DIP Collateral available to it under this Interim Order, the DIP Credit Agreement, the other DIP Term Loan Documents, and applicable non-bankruptcy law, and the DIP Agents, acting at the direction of the Required Lenders, and the DIP Lenders, may exercise such other rights available to it under the DIP Term Loan Documents or this Interim Order, as applicable, and (ii) the Prepetition Secured Parties may exercise any rights and remedies in accordance with the Prepetition Credit Documents and applicable non-bankruptcy law and this Interim Order to satisfy the Prepetition Obligations, the Adequate Protection Claims, and any other Adequate Protection Obligations, subject to the DIP Obligations, the DIP Superpriority Claims and, in each case, subject and subordinate in all respects to the Carve Out. The DIP Agents and the DIP Lenders agree not to oppose a request by the Debtors for an expedited hearing filed during such Notice Period to determine whether a DIP Termination Event has occurred in accordance with this Interim Order, the DIP Credit Agreement, or the other DIP Term Loan Documents. Upon the termination of the DIP Term Facility, all DIP Term Loans and all other obligations under the DIP Term Facility shall be indefeasibly repaid in full in cash; *provided, however*, that upon the Required Lenders' consent the outstanding principal amount of Roll-Up Loans and any accrued and unpaid interest thereon may be subject to a different treatment, including pursuant to a plan of reorganization filed in the Chapter 11 Cases.

18. Joint and Several. The Debtors are jointly and severally liable for the DIP Obligations, the Adequate Protection Obligations, and all other obligations hereunder.

19. No Waiver for Failure to Seek Relief. The failure or delay of the Debtors, the DIP Agents, the DIP Lenders, or any of the Prepetition Secured Parties to exercise rights and remedies under this Interim Order, the DIP Credit Agreement, the other DIP Term Loan Documents, the

Prepetition Credit Documents, or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

20. Preservation of Rights Granted Under this Interim Order.

(a) Subject and subordinate in all cases to the Carve Out, and other than as set forth in this Interim Order, neither the DIP Liens nor the Adequate Protection Liens shall be made subject to, or *pari passu* with, any lien or security interest granted in any of the Chapter 11 Cases or arising after the Petition Date, and neither the DIP Liens nor the Adequate Protection Liens shall be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under Bankruptcy Code section 551.

(b) In the event that this Interim Order or any provision hereof is reversed or modified on appeal, the validity and priority of any liens or claims granted to the Prepetition Secured Parties hereunder arising prior to the effective date of any such reversal or modification of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the Prepetition Secured Parties shall be entitled to the protections afforded in Bankruptcy Code section 364(e).

(c) Subject and subordinate to the Carve Out, unless and until all DIP Obligations, Prepetition SFA Obligations, and Adequate Protection Obligations are indefeasibly paid in full, in cash, or all commitments under the DIP Credit Agreement are otherwise terminated in accordance with the terms thereof, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly: (i) except as permitted under the DIP Credit Agreement or the other DIP Term Loan Documents, or with the prior written consent of the DIP Agents (acting at the direction of the Required Lenders) (x) any modification, stay, vacatur, or amendment of this

Interim Order, (y) a priority claim for any administrative expense, secured claim, or unsecured claim against any of the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in Bankruptcy Code sections 503(b), 507(a), or 507(b)) in any of the Chapter 11 Cases, equal or superior to the DIP Superpriority Claims, the Adequate Protection Claims, and the Prepetition Obligations (or the liens and security interests secured such claims and obligations), or (z) any other order allowing use of the DIP Collateral except if in compliance with this Interim Order and the DIP Budget; (ii) except as permitted under the DIP Credit Agreement and the other DIP Term Loan Documents, or with the prior written consent of the DIP Agents (acting at the direction of the Required Lenders), any lien on any of the DIP Collateral or the Prepetition SFA Collateral with priority equal or superior to the DIP Liens, the Adequate Protection Liens, or the Prepetition Liens, as the case may be; (iii) the use of Cash Collateral for any purpose other than as permitted in the DIP Credit Agreement, the other DIP Term Loan Documents, and this Interim Order (including in compliance with the Budget or other orders of the Court to which the DIP Agents (acting at the direction of the Required Lenders) has approved; (iv) an order converting any of the Chapter 11 Cases or dismissing any of the Chapter 11 Cases; (v) an order appointing a chapter 11 trustee in any of the Chapter 11 Cases; or (vi) an order appointing an examiner with expanded powers in any of the Chapter 11 Cases. Until and unless the DIP Obligations have been paid in full in cash and all commitments to extend credit under the DIP Facility have been terminated, each Debtor irrevocably waives any right to seek any amendment, modification, or extension of this Interim Order without the prior written consent of the DIP Agents (acting at the direction of the Required Lenders in their sole discretion), and no such consent shall be implied by any action, inaction, or acquiescence of the applicable DIP Agents or the DIP Lenders.

(d) Notwithstanding any order dismissing any of the Chapter 11 Cases under Bankruptcy Code section 1112 or otherwise entered at any time, (x) the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Claims, and the other administrative claims granted pursuant to this Interim Order shall continue in full force and effect, and shall maintain their priorities as provided in this Interim Order, until all DIP Obligations and Adequate Protection Obligations are indefeasibly paid in full, in cash (and such DIP Liens, DIP Superpriority Claims, Adequate Protection Liens, Adequate Protection Claims, and other administrative claims granted pursuant to this Interim Order shall, notwithstanding such dismissal, remain binding on all parties in interest); and (y) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in clause (x) above.

(e) Except as expressly provided in this Interim Order, the DIP Credit Agreement, or in the other DIP Term Loan Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Claims, and all other rights and remedies of the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties granted by the provisions of this Interim Order, the DIP Credit Agreement, and the DIP Term Loan Documents shall survive, shall maintain their priority as provided in this Interim Order, and shall not be modified, impaired, or discharged by (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7, dismissing any of the Chapter 11 Cases, terminating the joint administration of the Chapter 11 Cases or by any other act or omission, or (ii) the entry of an order confirming a plan in any of the Chapter 11 Cases and, pursuant to Bankruptcy Code section 1141(d)(4), the Debtors have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of this Interim Order, the DIP Credit

Agreement, and the DIP Term Loan Documents shall continue in the Chapter 11 Cases (including in any successor cases under any chapter of the Bankruptcy Code) if the Chapter 11 Cases cease to be jointly administered or in any superseding chapter 7 cases under the Bankruptcy Code. The DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, and the Adequate Protection Claims, and all other rights and remedies of the DIP Agents, DIP Lenders, and the Prepetition Secured Parties granted by the provisions of this Interim Order, shall continue in full force and effect until the DIP Obligations and the Adequate Protection Obligations are indefeasibly paid in full, in cash (or, with respect to the DIP Obligations, otherwise satisfied in a manner agreed to by the DIP Agents (acting at the direction of the Required Lenders)). Notwithstanding anything to the contrary in this Interim Order, the DIP Credit Agreement, or the DIP Term Loan Documents, nothing in this Interim Order, the DIP Credit Agreement, or the DIP Term Loan Documents shall affect any right of the DIP Lender to object to any sale of the Debtors' assets or any chapter 11 plan that does not pay the DIP Obligations and DIP Superpriority Claims in full, and all such rights are expressly preserved.

21. Good Faith Under Bankruptcy Code Section 364(e); No Modification or Stay of this Interim Order. The DIP Agents, the DIP Lenders, and the Prepetition SFA Secured Parties have acted in good faith in connection with this Interim Order and are entitled to rely upon the protections granted herein and by Bankruptcy Code section 364(e). Based upon the findings set forth in this Interim Order and the record made during the Hearing, and in accordance with Bankruptcy Code section 364(e), in the event any or all of the provisions of this Interim Order are hereafter modified, amended, or vacated by a subsequent order of this Court or any other court, the DIP Agents, the DIP Lenders, and the Prepetition SFA Secured Parties are entitled to the protections provided in Bankruptcy Code section 364(e). Any such modification, amendment, or

vacatur shall not affect the validity and enforceability of any advances previously made or made hereunder, or lien, claim, or priority authorized or created hereby.

22. Expenses and Indemnification.

(a) The Debtors are authorized and directed to pay, without further Court order, the reasonable and documented fees and expenses, whether incurred before or after the Petition Date, by professionals or consultants retained by the DIP Agents and the DIP Lenders (as specifically set forth in the DIP Credit Agreement or herein), including the fees and expenses of (i) Akin Gump Strauss Hauer & Feld, LLP, Arnold Bloch Leibler, and Houlihan Lokey, Inc. in their capacities as lead counsel, Australian counsel, and investment banker, respectively, to the Backstop Parties and the Ad Hoc Term Lender Group, (ii) Wachtell, Lipton, Rosen & Katz, as legal counsel to certain of the Backstop Parties and (iii) Sidley Austin LLP, as legal counsel to the Prepetition Agents and DIP Agents (collectively, the “DIP Professionals”), incurred in connection with the Chapter 11 Cases (in any capacity) and the DIP Term Facility, including the reasonable and documented out-of-pocket expenses (including, without limitation, fees, disbursements, and other charges of DIP Professionals) of the DIP Agents and the DIP Lenders, for enforcement costs and documentary taxes associated with the DIP Term Facility and the transactions contemplated thereby (collectively, the “DIP Professional Fees”). The DIP Professionals shall not be required to file motions or applications with respect to the DIP Professional Fees, *provided, however*, that any time the DIP Professionals seek payment of fees and expenses from the Debtors, each DIP Professional shall provide reasonably detailed summary copies of its fee and expense statements or invoices (which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the

provision of such invoices shall not constitute any waiver of the attorney client privilege or of any benefits of the attorney work product doctrine) to the Fee Notice Parties. If no objection to payment of the requested DIP Professional Fees and expenses is made, in writing, by any of the Fee Notice Parties within the Fee Objection Period, then such invoice shall be paid as soon as reasonably practicable, without further order of, or application to, the Court or notice to any other party, and, in any case, within ten (10) calendar days following the expiration of the Fee Objection Period, and shall not be subject to any further review, challenge, or disgorgement. For the avoidance of doubt, the provisions of such invoices shall not constitute a waiver of attorney-client privilege or any benefits of the attorney work product doctrine. If, within the Fee Objection Period, a Fee Notice Party sends to the affected professional a written objection to such invoice, then only the disputed portion of such DIP Professional Fees shall not be paid until the objection is resolved by the applicable parties in good faith or, if no resolution is achieved after good faith discussions, by order of the Court, and any undisputed portion shall be paid as soon as reasonably practicable and, in any case, within ten (10) calendar days following the expiration of the Fee Objection Period.

(b) As set forth in the DIP Credit Agreement, the Debtors will jointly and severally indemnify the DIP Lenders and the DIP Agents, and their respective affiliates, successors, and assigns, and the officers, directors, employees, agents, advisors, counsel, controlling persons, and members of each of the foregoing (each an “Indemnified Person”), and hold them harmless from and against any and all losses, claims, damages, costs, expenses (including but not limited to reasonable and documented legal fees and expenses), and liabilities arising out of or relating to the execution or delivery of the DIP Credit Agreement and the DIP Term Loan Documents, transactions contemplated hereby and thereby, and any actual or proposed

use of the proceeds of any loans made under the DIP Term Facility in accordance with the terms of the DIP Credit Agreement; *provided*, that no such person will be indemnified for costs, expenses, or liabilities to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by reason of gross negligence or willful misconduct of such person (or their related persons). No Indemnified Person shall have any liability (whether direct or indirect, in contract, tort, or otherwise) to the Debtors or any shareholders or creditors of the Debtors for, or in connection with, the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Person's gross negligence or willful misconduct. Further, the Debtors will jointly and severally indemnify the Prepetition Agents, their respective affiliates, successors, and assigns, and the officers, directors, employees, agents, advisors, controlling persons, and members of each of the foregoing (each, a "Prepetition Agents Indemnified Person") and hold them harmless from and against any and all losses, claims, damages, costs, expenses (including but not limited to reasonable and documented fees, disbursements and other charges of outside counsel) and liabilities of such Prepetition Agents Indemnified Person arising out of or relating to any claim or any litigation or other proceeding (regardless of whether such Prepetition Agents Indemnified Person is a party thereto and regardless of whether such matter is initiated by a third party or by the Borrowers or any of their affiliates) that relates to the DIP Term Facility or the transactions contemplated thereby, including the Prepetition Agents' compliance with the terms of this Interim Order and all actions taken pursuant to or in accordance with this Interim Order.

23. Limitation on Use of DIP Term Facility Proceeds, DIP Collateral, and Cash Collateral. Subject to paragraph 24 hereof, none of the DIP Term Facility, the DIP Collateral, the

Prepetition SFA Collateral, or the proceeds thereof, including Cash Collateral, or the Carve Out may be used: (i) to investigate, initiate, prosecute, join, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, or other litigation of any type (a) against any of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties (each in their capacities as such) under the DIP Term Loan Documents, this Interim Order, the DIP Credit Agreement, or the Prepetition Credit Documents, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or the Committee (if appointed) in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of any of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties to recover on the DIP Collateral or the Prepetition SFA Collateral, or seeking affirmative relief against any of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties related to the DIP Obligations or the Prepetition Obligations, (b) seeking to invalidate, set aside, avoid, or subordinate, in whole or in part, the DIP Obligations, the DIP Superpriority Claims, or the DIP Agents' and the DIP Lenders' liens or security interests in the DIP Collateral or the Prepetition Obligations or the Prepetition Liens in the Prepetition SFA Collateral, or (c) for monetary, injunctive, or other affirmative relief against the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties (each in their capacities as such), or their respective liens on, or security interests in, the DIP Collateral or the Prepetition SFA Collateral, or the DIP Superpriority Claims, that would impair the ability of any of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties to assert or enforce any lien, claim, right, or security interest, or to realize or recover on the DIP Obligations or the Prepetition Obligations to

the extent permitted or provided hereunder; (ii) for objecting to or challenging in any way the legality, validity, extent, priority, perfection, or enforceability of the claims, liens, or interests (including the Prepetition Liens) held by or on behalf of each of the Prepetition Secured Parties related to the Prepetition Obligations or by or on behalf of the DIP Agents and the DIP Lenders related to the DIP Obligations; (iii) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to the DIP Obligations, the DIP Superpriority Claims, the DIP Liens, the Prepetition Obligations, or the Prepetition Liens; and (iv) for prosecuting an objection to, contesting in any manner or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of: (x) any of the DIP Liens, the DIP Superpriority Claims, or any other rights or interests of the DIP Agents or the DIP Lenders related to the DIP Obligations or the DIP Liens or (y) any of the Prepetition Liens or any other rights or interests of any of the Prepetition Secured Parties related to the Prepetition Obligations; *provided*, that up to \$50,000 of aggregate proceeds of the DIP Term Facility, the DIP Collateral, or the Prepetition SFA Collateral, including the Cash Collateral, may be used by the Committee (if any) to investigate the foregoing matters within the Challenge Period (as defined below, and such proceeds, the “Investigation Budget”).

24. Effect of Stipulations on Third Parties.

(a) The stipulations, admissions, waivers, and releases contained in paragraph E hereof shall be binding upon the Debtors (including their representatives) and any successor or assigns thereto upon entry of this Interim Order. The stipulations, admissions, waivers, and releases contained in this Interim Order shall also be binding upon all other parties in interest, including the Committee (if appointed), or any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors (a “Trustee”), unless (i) such party with requisite standing granted by an

order of this Court, has duly filed a proceeding challenging the validity, perfection, priority, extent, or enforceability of the Prepetition Liens, or the Prepetition Obligations, or otherwise asserting or prosecuting any Avoidance Actions or any other claims, counterclaims, or causes of action, objections, contests, or defenses (each such proceeding or contested matter, a “Challenge”) against the Prepetition Secured Parties or any such parties’ affiliates or representatives in connection with any matter related to the Prepetition Credit Documents, the Prepetition SFA Collateral, the Prepetition Liens, or the Prepetition Obligations for (a) any party in interest other than the Committee (if appointed) no later than the date that is seventy-five (75) days from entry of the Interim Order and for (b) the Committee, no later than sixty (60) days from the appointment of the Committee, in each case subject to further extension by written agreement (which writing may be in the form of e-mail by counsel) of the Debtors and the Prepetition Agents (at the direction of the Prepetition SFA Lenders pursuant to the Prepetition Credit Documents) each in their sole discretion, the “Challenge Period”); *provided*, in the event that, prior to the expiration of the Challenge Period, (x) the Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code or (y) a chapter 11 trustee is appointed in the Chapter 11 Cases, then in each such case, the Challenge Period shall be extended for a period of twenty (20) calendar 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 plaintiff sustaining any such Challenge or claim in any such duly filed adversary proceeding. If no such adversary proceeding is timely filed prior to the expiration of the Challenge Period, without further order of this Court: (x) the Prepetition 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 Bankruptcy Code section 101(5)), 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 subsequent chapter 7 cases, if any; (y) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, and of the priority specified in paragraph E hereof, not subject to setoff, subordination, defense, avoidance, impairment, disallowance, recharacterization, reduction, recoupment, or recovery; and (z) the Prepetition Obligations, the Prepetition Liens on the Prepetition SFA Collateral, and the Prepetition Secured Parties (in their capacities as such) shall not be subject to any other or further challenge, and any party in interest shall be forever enjoined and barred from seeking to exercise the rights of the Debtors’ estates or taking any such action, including any successor thereto (including any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period). If any proceeding is timely filed by a party that has been granted standing as provided above 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 other parties in interest, including any Trustee, except with respect to any party that timely files a Challenge and solely as to any stipulations or admissions that are specifically and expressly challenged in such adversary proceeding; *provided*, that the filing of a motion by any Committee or any other party in interest seeking standing with respect to a Challenge, attaching a draft of the complaint setting forth such Challenge, shall toll any such Committee’s or party’s Challenge Period in respect of such Challenge, solely as to any stipulations or admissions that are specifically and expressly challenged in such adversary proceeding, until the date that is one (1) business day after the entry

of a final order of the Court (which order, on request of any party, will be issued within fourteen (14) days of the filing of the Motion) ruling on such standing motion with respect to such Challenge (or to such later date as agreed by the challenging party, the DIP Agents (at the direction of the Required Lenders), the Debtors, and the Prepetition Agents (at the direction of the requisite Prepetition SFA Secured Parties); and (ii) any Challenge not brought in such adversary proceeding shall be forever barred; *provided*, that, if and to the extent any challenges to a particular stipulation or admission are withdrawn, denied, or overruled by a final non-appealable order, such stipulation shall also be binding on the Debtors' estates and all parties in interest. For the avoidance of doubt, none of the DIP Collateral (including any proceeds thereof) shall be used to fund any professional fees or expenses of any party in connection with any Challenge (other than such fees and expenses of the Committee Professionals which, subject to entry of the Final Order (to the extent provided therein), shall not exceed the Investigation Budget) whether pursuant to this Interim Order or otherwise.

(b) Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including any Committee, standing or authority to pursue any claims or causes of action belonging to the Debtors or their estates, including, without limitation, any challenge with respect to the Prepetition SFA, the Prepetition Credit Documents or the Prepetition Obligations.

25. Release. Effective upon entry of this Interim Order, subject to the rights of parties in interest, other than the Debtors, pursuant to paragraphs 23 and 24 of this Interim Order, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of its past, present, and future predecessors, successors, heirs, subsidiaries, and assigns, hereby absolutely, unconditionally, and irrevocably releases and forever discharges and acquits the DIP Agents, the DIP Lenders, the

Prepetition Agents, and the Prepetition Secured Parties, and their respective affiliates, and each of their respective former or current officers, partners, directors, managers, owners, members, principals, employees, agents, related funds, investors, financing sources, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and the respective successors and assigns thereof, solely in their capacities as such (collectively, the “Released Parties”), from any and all obligations and liabilities to the Debtors (and their successors and assigns) and from any and all claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions, and causes of action arising prior to the Petition Date of any kind, nature, or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or in equity, upon contract, tort, or under any state or federal law or otherwise, arising out of or related to the DIP Term Facility, the DIP Obligations, the DIP Liens, the DIP Credit Agreement, the other DIP Term Loan Documents, the Prepetition Credit Documents, the Prepetition Obligations, the Prepetition Liens, the obligations owing and the financial obligations made thereunder, the negotiation of any of the foregoing, in each case that the Debtors at any time had, now have, or may have, or that their successors or assigns hereafter can or may have, against any of the Released Parties for or by reason of any act, omission, matter, cause, or thing whatsoever arising at any time on or prior to the date of this Interim Order; *provided*, that nothing herein shall relieve the Released Parties from fulfilling their obligations under the DIP Credit Agreement, the other DIP Term Loan Documents, and this Interim Order.

26. Turnover. If at any time prior to the repayment or satisfaction of the DIP Obligations, any Prepetition Secured Party (including the Prepetition Agents) receives or recovers

from any person or entity any payment or distribution (including in the form of property other than cash) on account of any Prepetition Obligations (excluding, for the avoidance of doubt the Roll-Up Loans), such Prepetition Secured Party shall promptly pay an amount equal to such recovery (in the currency so received) or turn over such property to the DIP Administrative Agent for application against the then-outstanding DIP Obligations pursuant to the terms of the DIP Credit Agreement and the other DIP Term Loan Documents.

27. Priming Liens. The Prepetition Agents are authorized and directed to take all steps required to give full force and effect to the Priming Liens granted pursuant to the terms of this Interim Order including, but not limited to: (i) entering into and adhering to Confirmatory Intercreditor Agreements (and any ancillary documents that are necessary or desirable in connection therewith) with the DIP Agents on terms sufficient to: (a) acknowledge or consent to, and otherwise give full force and effect in all jurisdictions (domestic and foreign) to, the priority of the Priming Liens provided for in this Interim Order over any other competing lien, security interest, or encumbrance of any kind or nature (including Prepetition Liens); and (b) implement the turnover provisions provided for in this Interim Order or any other DIP Term Loan Documents; and (ii) facilitating in all respects the effective registration and priority of the DIP Liens in all relevant jurisdictions (including non-U.S. jurisdictions) on any and all DIP Collateral envisaged by and required under the DIP Credit Agreement and the other DIP Term Loan Documents (including this Interim Order).

28. Insurance. At all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition SFA Collateral and the DIP Collateral on substantially the same basis as maintained prior to the Petition Date. Upon entry of this Interim Order, the DIP Collateral Agent is, and will be deemed to be, without any further action or notice, named as additional

insureds and lender's loss payees on each insurance policy maintained by the Debtors which in any way relates to the DIP Collateral.

29. Loss or Damage to Collateral. The DIP Secured Parties and Prepetition Secured Parties shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral or Prepetition SFA Collateral, as applicable, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in value thereof, or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency, or other person. All risk of loss, damage, or destruction of DIP Collateral or Prepetition SFA Collateral shall be borne by the Debtors.

30. Credit Bidding. (i) The DIP Agents, or any assignee or designee of the applicable DIP Agent, acting at the direction of the Required Lenders and on behalf of the DIP Lenders, shall have the unqualified and unconditional right to credit bid up to the full amount of any DIP Obligations (subject, in the case of the Roll-Up Amounts, to paragraphs 23 and 24) in any sale of any of the Debtors' assets, including, without limitation, sales occurring pursuant to (a) Bankruptcy Code section 363, (b) a plan of reorganization or a plan of liquidation under Bankruptcy Code section 1129, or (c) a sale or disposition by a chapter 7 trustee for any Debtor under Bankruptcy Code section 725 and (ii) the Prepetition Agents (on behalf, and at the direction, of the requisite Prepetition SFA Lenders pursuant to the Prepetition Credit Documents) shall have the unqualified and unconditional right to credit bid, subject to the rights of parties in interest, other than the Debtors, pursuant to paragraphs 23 and 24 of this Interim Order, up to the full amount of (x) the Prepetition SFA Obligations and (y) the Adequate Protection Obligations in the sale or other disposition of any assets of the Debtors, including, without limitation, sales occurring pursuant to (a) Bankruptcy Code section 363, (b) a plan of reorganization or liquidation or (c) a

sale or disposition by a chapter 7 trustee for any Debtor under Bankruptcy Code section 725. Each the DIP Agents and the Prepetition Agents each shall automatically be deemed a “qualified bidder” with respect to any disposition of assets by the Debtors under or pursuant to (a) Bankruptcy Code section 363, (b) a plan of reorganization or plan of liquidation under Bankruptcy Code section 1129, or (c) a sale or disposition by a chapter 7 trustee for any of the Debtors under Bankruptcy Code section 725. The DIP Agent, at the direction of the Required Lenders and on behalf of the DIP Lenders, and the Prepetition Agents on behalf, and at the direction, of the requisite Prepetition SFA Lenders pursuant to the Prepetition Credit Documents, shall have the absolute right to assign, sell, or otherwise dispose of its respective right to credit bid in connection with any credit bid by or on behalf of the DIP Secured Parties or Prepetition Secured Parties, as applicable, to any acquisition entity or joint venture formed in connection with such bid.

31. No Requirement to Accept Title to Collateral. Except as may be otherwise agreed in writing, the DIP Agents, DIP Lenders and Prepetition SFA Secured Parties shall not be obligated to accept title to any portion of the respective DIP Collateral or Prepetition SFA Collateral in the payment of the indebtedness owed to such parties by the Debtors, in lieu of payment in cash or cash equivalents, nor shall any of the DIP Agents, DIP Lenders or Prepetition SFA Secured Parties be obligated to accept payment in cash or cash equivalents that is encumbered by any interest of any person or entity other than the DIP Agents, DIP Lenders, or Prepetition SFA Secured Parties.

32. Refinancing of Certain Prepetition SFA Loans. The Interim Roll-Up Amount of Prepetition SFA Loans held by DIP Lenders or their designated affiliates will be, upon the occurrence of the Closing Date and the funding of the Initial Draw, immediately, automatically, and, subject to the rights of the Debtors and other parties in interest pursuant to paragraphs 23 and 24 of this Interim Order, irrevocably repaid using amounts borrowed by way of Roll-Up DIP

Obligations (as defined below) and, except as otherwise provided in this Interim Order, the DIP Credit Agreement, and the other DIP Term Loan Documents, shall be entitled to all of the priorities, privileges, rights, and other benefits afforded to the other DIP Obligations under this Interim Order, the DIP Credit Agreement, and the other DIP Term Loan Documents. The refinancing of certain Prepetition SFA Loans with Roll-Up DIP Obligations (as defined below) in the Interim Roll-Up Amount as described in this paragraph 32 shall be authorized as compensation for, in consideration for, as a necessary inducement for, and on account of the agreement of the DIP Lenders to fund amounts pursuant to the terms of the DIP Term Facility and not as payments under, adequate protection for, or otherwise on account of, any Prepetition SFA Loans and shall not be subject to any sharing or turnover provisions set forth in the Prepetition Credit Documents. As used herein, the term “Roll-Up DIP Obligations” shall mean the Roll-Up Loans and all interest accrued and accruing thereon and all other amounts owing by the respective Debtors in respect thereof. The Initial Term Loans, the Delayed Draw Term Loans, and the Roll-Up Loans shall be secured by the Collateral on a *pari passu* basis; *provided*, that the Initial Term Loans and Delayed Draw Term Loans shall have senior payment priority over the Roll-Up Loans. In the event that, as a result of any challenge in accordance with paragraphs 23 and 24 of this Interim Order or any successful challenge to the incurrence, lien or claim priority, and/or turnover entitlements of the DIP Obligations generally and/or the Roll-Up DIP Obligations specifically in a court, or otherwise under the law, of a foreign jurisdiction, the Roll-Up Obligations shall automatically be reinstated as obligations of the applicable Debtors under the Prepetition Credit Documents to the extent, if any, necessary to prevent the holders of Roll-Up Obligations from suffering any loss or damage as a result of the financial accommodations they have made for the benefit of the Debtors with

respect to the New Money DIP Term Loans and the ability of the Debtors to use Cash Collateral as set forth in this Interim Order.

33. No Obligation to Extend Credit. The DIP Agents and DIP Lenders shall have no obligation to make any loan or advance under the relevant DIP Term Loan Documents or the DIP Credit Agreement unless all of the applicable conditions precedent (as applicable) under the DIP Credit Agreement, the DIP Term Loan Documents, and this Interim Order have been satisfied in full or waived by the DIP Lenders and in accordance with the terms of the DIP Credit Agreement, this Interim Order, and the applicable DIP Term Loan Documents.

34. Restrictions on Transfer of DIP Collateral or Prepetition SFA Collateral to Non-Debtor Affiliates. The Debtors shall not transfer or use any DIP Collateral or Prepetition SFA Collateral, including Cash Collateral, to or for the benefit of any direct or indirect non-debtor affiliate or subsidiary of the Debtors absent the express written consent of the DIP Agents (acting at the direction of the Required Lenders) or as set forth in the DIP Budget.

35. No Waiver by Failure to Seek Relief. The failure of the Debtors, DIP Agent, DIP Lenders, or Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under this Interim Order, the DIP Credit Agreement, the other DIP Term Loan Documents, the Prepetition Credit Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise.

36. Binding Effect; Successors and Assigns. The DIP Credit Agreement, the other DIP Term Loan Documents, and the provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in the Chapter 11 Cases, including, without limitation, the DIP Agents, the DIP Lenders, the Prepetition Secured Parties, the Committee (if appointed), and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11

trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to Bankruptcy Code section 1104, 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 the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties; *provided* neither the DIP Secured Parties nor the Prepetition Secured Parties shall have any obligation to permit the use of DIP Collateral or Prepetition SFA Collateral (including Cash Collateral) or to extend any financing to any chapter 7 trustee, chapter 11 trustee or similar responsible person appointed for the estates of the Debtors.

37. Limitation of Liability. Solely in determining to make any loan under the DIP Credit Agreement and the other DIP Term Loan Documents, permitting the use of Cash Collateral, or exercising any rights or remedies (excluding any actions taken after an exercise of remedies) as and when permitted pursuant to this Interim Order, the DIP Credit Agreement, DIP Term Loan Documents, or the Prepetition Credit Documents, the DIP Agent, the DIP Lenders, and the Prepetition Secured Parties shall not be deemed to be in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors or their respective business, nor shall they owe any fiduciary duty to any of the Debtors, their creditors or estates, or constitute or be deemed to constitute a joint venture or partnership with any of the Debtors. Furthermore, nothing in this Interim Order, the DIP Credit Agreement, the other DIP Term Loan Documents, or the Prepetition Credit Documents shall in any way be construed or interpreted to impose or to allow the imposition upon the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in Bankruptcy Code section 101(2)).

38. Amendment of the DIP Credit Agreement and Other DIP Term Loan Documents.

The DIP Credit Agreement and the other DIP Term Loan Documents may from time to time be amended, restated, waived, modified, or supplemented by the Debtors and the DIP Agents (acting at the direction of the Required Lenders) in accordance with the terms and conditions of this Interim Order and the DIP Credit Agreement, without further order of the Court, if the amendment, restatement, waiver, modification, or supplement does not (a) shorten the original stated maturity of the DIP Term Loans, (b) increase the aggregate commitments or the rate of interest payable thereunder, or (c) amend the Events of Default or covenants under the DIP Credit Agreement or the other DIP Term Loan Documents to be materially more restrictive to the Debtors (taken as a whole) than the Events of Default as originally attached to this Interim Order (and such amendment, restatement, waiver, modification or supplement, an “Approved Modification”); *provided, that*, for the avoidance of doubt, other than as explicitly set forth herein, in the DIP Credit Agreement or another DIP Term Loan Document, updates and supplements to the DIP Budget required to be delivered by the Debtors under the DIP Credit Agreement or this Interim Order shall not require further order of the Court. Before or promptly after the effectiveness of any Approved Modification, the Debtors shall provide notice (which may be provided through e-mail) to counsel to the Committee (if appointed), the U.S. Trustee, the DIP Agents, and the Prepetition Agents. In the case of an amendment, restatement, waiver, supplement, or other modification of the DIP Credit Agreement or any other DIP Term Loan Documents that is not an Approved Modification, the Debtors shall (a) provide notice (which may be provided through e-mail) to counsel to the Committee (if appointed), the U.S. Trustee, the DIP Agents, and the Prepetition Agents and (b) obtain approval of the Court.

39. Master Proofs of Claim. None of the DIP Agents, DIP Lenders, or Prepetition SFA Secured Parties shall be required to file proofs of claim in any of the Chapter 11 Cases or any successor cases for any claim allowed herein, and the stipulations in paragraph E shall be deemed to constitute a timely filed proof of claim with respect to the Prepetition Obligations against each of the applicable Debtors in the Chapter 11 Cases. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of the Chapter 11 Cases or any successor cases to the contrary, the DIP Administrative Agent, on behalf of the DIP Agents and the DIP Lenders, and each of the Prepetition Agents, on behalf of itself and the other Prepetition SFA Secured Parties are authorized and entitled, but not directed or required (except as the DIP Administrative Agent may be directed by the Required Lenders and the Prepetition Agents may be directed by the requisite Prepetition SFA Secured Parties, to file (and amend and/or supplement, as the respective agents see fit) a master proof of claim on account of any and all of the respective claims arising under the DIP Term Facility or Prepetition Credit Documents, as applicable (the “Master Proof of Claim”). For administrative convenience, any Master Proof of Claim authorized herein may be filed in the case of Debtor Genesis Care Pty Ltd. with respect to all amounts asserted in such Master Proof of Claim, and such Master Proof of Claim shall be deemed to be filed and asserted by the applicable entity or entities against every Debtor asserted to be liable for the applicable claim. For the avoidance of doubt, the provisions set forth in this paragraph and any Master Proof of Claim filed pursuant to the terms hereof are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party in interest or their respective successors in interest, including, without limitation, the numerosity requirements set forth in Bankruptcy Code section 1126. The DIP Administrative Agents and Prepetition Agents, as applicable, shall not be required to attach any instruments, agreements, or other documents

evidencing the obligations owing by each of the Debtors to the DIP Agents and DIP Lenders or Prepetition SFA Secured Parties or the DIP Secured Parties, as applicable, which instruments, agreements, or other documents will be provided upon written request to counsel to the DIP Agents or Prepetition Agents, as applicable. Any order entered by the Court in relation to the establishment of a bar date for any claim (including any administrative claim) in any of the Chapter 11 Cases or any successor cases shall not apply to the DIP Agents, the DIP Lenders or the Prepetition SFA Secured Parties. For the avoidance of doubt, none of the DIP Agents, DIP Lenders, or Prepetition SFA Secured Parties will be required to file any request for allowance and/or payment of any administrative expenses, and this Interim Order shall be deemed to constitute a timely filed request for allowance and/or payment of any Prepetition Obligations constituting administrative expenses or any DIP Obligations, as applicable.

40. Reservation of Rights. Nothing in this Interim Order shall be construed as consent to the allowance of any fees, expenses, reimbursement or compensation sought by any Professional Person, and the DIP Agents, DIP Lenders and the Prepetition Secured Parties reserve the right to review and object to any fee statement, interim application or monthly application issued or filed by any Professional Person. Notwithstanding anything to the contrary herein or in the DIP Term Loan Documents, (x) in no event shall any DIP Lender be required to fund any amounts in excess of its New Money Loan Commitment, or be required to fund after the DIP Obligations have been repaid and the DIP Lenders' commitments under the DIP Term Facility have been terminated, and (y) the payment of any Allowed Professional Fees pursuant to the Carve Out shall not (i) reduce any Debtor's obligations owed to the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties (whether under this Interim Order or otherwise) or (ii) modify, alter or otherwise affect any

of the liens and security interests of such parties (whether granted under this Interim Order or otherwise) in the DIP Collateral or Prepetition SFA Collateral.

41. Automatic Stay Modified. The automatic stay under Bankruptcy Code section 362 shall be modified and lifted to the extent necessary to allow the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties, as applicable, to provide any notices to the Debtors or take any other action as contemplated by and in accordance with this Interim Order, the DIP Credit Agreement, and the other DIP Term Loan Documents.

42. Necessary Action. The Debtors are authorized to take any and all such actions and to make, execute, and deliver any and all instruments as may be reasonably necessary to implement the terms and conditions of this Interim Order and the transactions contemplated hereby.

43. Right to Seek Additional Adequate Protection. This Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the Prepetition Secured Parties to request additional forms of adequate protection at any time, subject to the consent of the DIP Agents (acting at the direction of the Required Lenders in their sole discretion) and any party in interest's right to object thereto. Nothing herein shall be deemed a finding by the Court or an acknowledgment by the Prepetition Secured Parties that the adequate protection granted herein does in fact adequately protect the Prepetition Secured Parties against any Diminution in Value.

44. Effectiveness. This Interim Order shall constitute findings of fact and conclusions of law and shall take effect as of the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9024, or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately

effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

45. Interim Order Governs. In the event of any inconsistency or conflict between the express terms or provisions of the DIP Credit Agreement, the other DIP Term Loan Documents, the Prepetition SFA or the other Prepetition Credit Documents, on the one hand, and this Interim Order, on the other hand, the provisions of this Interim Order shall govern.

46. Bankruptcy Rules. The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

47. Final Hearing. A final hearing on the Motion will be held on [●], 2023 at [●] prevailing Central Time. The Debtors shall promptly serve copies of this Interim Order (which shall constitute adequate notice of the final hearing) to the parties having been given notice of the Hearing (including, for the avoidance of doubt, all Prepetition Secured Parties), and to any other party that has filed a request for notices with this Court. Any objections or responses to entry of the Final Order shall be filed on or before [●], prevailing Central Time, on [●], 2023. If no objections to the relief sought at the Final Hearing are filed and served in accordance with this Interim Order, no final hearing may be held, and a separate Final Order may be presented by the Debtors and entered by the Court.

48. Retention of Jurisdiction. The Court shall retain exclusive jurisdiction to resolve any and all disputes arising under or related to the DIP Obligations, the DIP Credit Agreement, the other DIP Term Loan Documents, and/or the provisions of this Interim Order, and to enforce all

of the conditions of the DIP Credit Agreement, the other DIP Term Loan Documents and this Interim Order.

Houston, Texas

Dated: _____, 2023

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE