



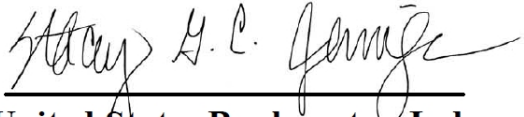
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed July 3, 2025


United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

MERIT STREET MEDIA, INC., ¹

Debtor.

Chapter 11

Case No. 25-80156 (SWE)

(Emergency Hearing Requested)

Re: Docket Nos. 11, 12

**INTERIM ORDER (I) AUTHORIZING POST-PETITION
FINANCING SECURED BY SENIOR LIENS, (II) AUTHORIZING
THE DEBTOR TO USE CASH COLLATERAL; (III) GRANTING
ADEQUATE PROTECTION, AND (IV) GRANTING RELATED RELIEF**

The above-captioned debtor and debtor in possession (collectively, the "Debtor") moved

¹ The last four digits of the Debtor's federal tax identification number is 8990. The Debtor's mailing address is 5501 Alliance Gateway Fwy Fort Worth, TX 76177.

this Court on an emergency basis for entry of an interim order (this “Interim Order”), (a) authorizing the Debtor to incur priming senior secured post-petition financing on a superpriority basis; (b) authorizing the Debtor to use cash collateral; (c) granting adequate protection, and (d) scheduling a final hearing to consider approval of the motion on a final basis (the “Motion”).² The Court set a hearing on the Motion for July 3, 2025 at 9:30 a.m. prevailing Central Time (the “Interim Hearing”), at which counsel for the parties appeared and presented evidence and oral argument. The Motion was presented to the Court as a “first day” motion and complies with the requirements of rule 4001(d) of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”). Notice of the Motion and the Interim Hearing is proper and sufficient under the exigent circumstances of the Motion and the relief granted in this Interim Order has been granted in accordance with sections 102(1), 105, 361, 362, 363, 364, 503, and 507 of title 11 of the United States Code (the “Bankruptcy Code”), Bankruptcy Rules 2002, 4001, 6004, and 9014, and rules 2002-1, 4001-1(b), 4002-1(i), and 9013-1 of the Local Bankruptcy Rules for the Northern District of Texas (the “Local Rules”). The Court having considered the interim relief requested in the Motion, the *Declaration of Lisa Lansio in Support of the Debtor’s Emergency Motion for Entry of Interim and Final Orders Authorizing Debtor (A) to Obtain Postpetition Financing and (B) to Utilize Cash Collateral, (II) Granting Adequate Protection and (III) Scheduling Final Hearing* (the “Lansio Declaration”) and the *Declaration of Gary Broadbent, Chief Restructuring Officer of the Debtor, in Support of the Debtor’s Chapter 11 Proceeding* (the “First Day Declaration,” and together with the Lansio Declaration, the “Supporting Declarations”), the available DIP Loan Documents (as defined in the DIP Term Sheet), including the Approved Budget (defined below),

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in that certain *Summary of Proposed Terms and Conditions for DIP Financing and Use of Cash Collateral*, dated July 1, 2025, attached hereto as Exhibit 1 (the “DIP Term Sheet”).

and the evidence submitted at the hearing held before this Court at the Interim Hearing to consider entry of this Interim Order; and in accordance with Bankruptcy Rules 2002, 4001(b), (c), and (d), and 9014 and the Local Rules, notice of the Motion and the Interim Hearing having been given; and it appearing to the Court that granting the relief sought in the Motion on the terms and conditions contained herein is necessary and essential to enable the Debtor to preserve the value of its business and assets, and that such relief is fair and reasonable and that entry of this Interim Order is in the best interests of the Debtor and its estate and creditors, and due deliberation and good cause having been shown to grant the relief sought in the Motion:

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

A. **Petition Date.** On July 2, 2025 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas (the “Court”) commencing this chapter 11 case (the “Chapter 11 Case”).

B. **Debtor in Possession.** The Debtor has continued with the management and operation of its business and properties as a debtor in possession pursuant to Bankruptcy Code sections 1107 and 1108. No trustee or examiner has been appointed in the Chapter 11 Case.

C. **Jurisdiction; Venue.** This Court has jurisdiction over this matter pursuant to 28 U.S.C. §1334. This matter constitutes a core proceeding within the meaning of 28 U.S.C. § 157(b). The Court has the authority to enter a final order in this matter. Venue is proper in this jurisdiction pursuant to 28 U.S.C. §§ 1408 and 1409.

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

D. **Notice.** Notice of the Motion and the Interim Hearing has been given pursuant to Bankruptcy Rules 2002, 4001, 9006, and 9014 and the Local Rules, and as required by sections 102, 105, 361, 362, 363, and 364 of the Bankruptcy Code. Such notice is sufficient for all purposes under the Bankruptcy Code and the applicable Bankruptcy Rules in respect to the relief requested and not further notice of the relief sought in the Motion is necessary.

E. **Availability of Financing.** The Debtor is unable to obtain financing on more favorable terms than the DIP Facility (as defined in the DIP Term Sheet) and is unable to obtain unsecured credit allowable under section 503(b)(1) as an administrative expense or secured credit solely under section 364(c) of the Bankruptcy Code.

F. **Cash Collateral.** “Cash Collateral” means all cash and cash equivalents of the Debtor, whenever or wherever acquired, and the proceeds of all collateral pledged to Peteski Productions, Inc. (“Peteski”), in its capacity as Lender under the Prepetition Bridge Facility (as defined herein) and under the DIP Facility (together with its successors and assigns, the “DIP Lender”), as contemplated by section 363 of the Bankruptcy Code. The terms and conditions of the DIP Facility and the Debtor’s use of Cash Collateral, if any, are fair and reasonable, are the best available to the Debtor under the circumstances, reflect the Debtor’s exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and fair consideration, have been negotiated in good faith and at arm’s length between the Debtor and the DIP Lender, and in express reliance upon the protections offered by Bankruptcy Code section 364(e).

G. **Debtor’s Stipulations.** Subject solely to the rights of parties in interest specifically set forth in paragraph 14 of this Interim Order (and subject to the limitations thereon contained in such paragraph), the Debtor, on its own behalf and on behalf of its estate, hereby admits,

acknowledges, agrees, and stipulates, that (clauses i-iv below, collectively, the “Stipulations”):

i. Bridge Loan. That certain *Loan and Security Agreement*, dated as of June 30, 2025 (but effective as of June 10, 2025), among Merit Street Media, Inc. and Peteski (in such capacity, the “Prepetition Bridge Lender”) (the “Prepetition Bridge Note,” and such loans made thereunder, the “Bridge Loans”), and related prepetition collateral and loan documents related thereto (collectively with the Prepetition Bridge Note, the “Prepetition Bridge Loan Documents” and the credit facility evidenced thereby, the “Prepetition Bridge Facility”) are valid, binding, and enforceable by the Prepetition Bridge Lender against the Debtor.

ii. As of the Petition Date, the Debtor was indebted and liable, without any objection, defense, counterclaim, recoupment, challenge, or offset of any kind, to the Prepetition Bridge Lender pursuant to the Prepetition Bridge Loan Documents, in the principal amount of not less than \$7,966,636.00, plus, in each case, all accrued or thereafter accruing and unpaid interest thereon and any additional amounts, charges, fees and expenses (including any attorneys’, accountants’, appraisers’ and financial advisors’ fees and expenses that are chargeable or reimbursable under the Prepetition Bridge Loan Documents as to the Debtor) now or hereafter due under the Prepetition Bridge Loan Documents (all obligations of the Debtor arising under the Prepetition Bridge Loan Documents or in connection with the Bridge Loans, including all loans, advances, debts, liabilities, principal, interest, fees, charges, expenses and obligations for the performance of covenants, tasks or duties, or for the payment of monetary amounts owing to the Prepetition Bridge Lender by the Debtor, of any kind or nature, whether or not evidenced by any note, agreement or other instrument, are referred to collectively as the “Prepetition

Bridge Obligations”), which Prepetition Bridge Obligations are legal, valid, and binding obligations of the Debtor and no portion of which is subject to avoidance, disallowance, reduction, recharacterization, subordination, or other challenge pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

iii. Pursuant to the Prepetition Bridge Loan Documents and to the extent set forth therein, as of the Petition Date, the Debtor has granted to the Prepetition Bridge Lender, to secure such Debtor’s Prepetition Bridge Obligations, a valid, duly authorized, non-avoidable, binding, perfected, first-priority security interest in the “Collateral” (including all commercial tort claims, including but not limited to: (a) *Professional Bull Riders, LLC v. Merit Street Media, Inc.*, JAMS Case No. 5310001058 (JAMS Dallas, TX, November 18, 2024) (Debtor civil counterclaims alleging fraud, fraudulent inducement, fraud by omission (nondisclosure), negligent misrepresentation, breach of fiduciary duty, declaratory judgment and breach of contract, as such arbitration may be amended, restated, supplemented, replaced, re-filed, or otherwise modified), together with any proceeds thereof and (b) *Merit Street Media, Inc. v. Trinity Broadcasting of Texas, Inc. and TCT Ministries, Inc.*, Adv. Proc. (Bankr. N.D. Tex. July 2, 2025) (adversary complaint to be filed by Debtor alleging breach of contract, breach of the implied covenant of good faith and fair dealing, and breach of fiduciary duty, and seeking declaratory judgment for (1) preference avoidance and (2) equitable subordination, as such litigation may be amended, restated, supplemented, replaced, re-filed, or otherwise modified), together with any proceeds thereof) (as specified more fully in the Prepetition Bridge Loan Documents, the “Prepetition Bridge Collateral,” and the liens on such Prepetition Bridge Collateral securing the Prepetition Bridge Obligations, the “Prepetition Bridge Liens”).

iv. Prepetition Unsecured Notes. In addition to the Prepetition Bridge Obligations, the Debtor issued two unsecured, convertible promissory notes (the “Prepetition Unsecured Notes”), together with such other related documents to effectuate the advances received (the “Prepetition Unsecured Note Documents”), to the Prepetition Bridge Lender in the principal amount of (i) \$14,000,000 pursuant to that certain *Convertible Promissory Note*, dated February 28, 2025 and (ii) \$11,407,166 pursuant to that certain *Convertible Promissory Note*, dated June 1, 2025. The amount owed and outstanding as of the Petition Date on the Prepetition Unsecured Notes is \$25,407,166 (the “Prepetition Unsecured Note Obligation”).

H. **Critical Need for Financing.** The Debtor has a critical need to obtain postpetition financing under the DIP Facility and to use Cash Collateral, as applicable, to, among other things, pay the costs and expenses associated with administering this Chapter 11 Case, continue the orderly operation of the Debtor’s business, maximize and preserve the Debtor’s going concern value, make contractual payments, and satisfy other working capital and general corporate purposes, in each case, in accordance with the Approved Budget (as defined herein) and to provide adequate protection. The Debtor does not have sufficient available sources of working capital and financing to operate its business or maintain its properties in the ordinary course of business without access to the DIP Facility and the authorized use of Cash Collateral, as applicable.

I. **Best Available Financing.** In light of the Debtor’s facts and circumstances, the Debtor would be unable to obtain (i) adequate unsecured credit allowable either (a) under sections 364(b) and 503(b)(1) of the Bankruptcy Code, or (b) under section 364(c)(1) of the Bankruptcy Code, (ii) adequate credit secured by (a) a senior lien on unencumbered assets of its estate under section 364(c)(2) of the Bankruptcy Code, and (b) a junior lien on encumbered assets under section

364(c)(3) of the Bankruptcy Code, or (iii) secured credit under section 364(d)(1) of the Bankruptcy Code from sources other than the DIP Lender on terms more favorable than the terms of the DIP Facility. The only viable source of secured credit available to the Debtor, other than the use of Cash Collateral, is the DIP Facility. The Debtor requires both additional financing under the DIP Facility and the continued use of Cash Collateral, as applicable, under the terms of this Interim Order and the DIP Loan Documents, to satisfy its postpetition liquidity needs. After considering all of its practical alternatives, the Debtor has reasonably and properly concluded, in an exercise of its sound business judgment and after arms'-length negotiations, that the financing to be provided by the DIP Lender pursuant to the terms of the Interim Order and the DIP Loan Documents represents the best financing currently available to the Debtor and is in the best interests of the Debtor, its estate, and all of its stakeholders.

J. **Good Faith of the Prepetition Bridge Lender.** The terms of the use of the Prepetition Bridge Collateral pursuant to this Interim Order have been the subject of extensive negotiations conducted in good faith and at arm's length among the Debtor and the Prepetition Bridge Lender and, pursuant to sections 105, 361, and 363 of the Bankruptcy Code, the Prepetition Bridge Lender is hereby found to be an entity that has acted in "good faith" in connection with the negotiation and entry of this Interim Order, and is entitled to the protections provided under section 363(m) of the Bankruptcy Code.

K. **Good Faith of the DIP Lender.** The terms of the DIP Facility have been the subject of extensive negotiations conducted in good faith and at arm's length between the Debtor and the DIP Lender and, pursuant to sections 105 and 364 of the Bankruptcy Code, the DIP Lender is hereby found to be an entity that has acted in "good faith" in connection with the negotiation of the DIP Loan Documents and the entry of this Interim Order, and is entitled to the protections

provided under section 364(e) of the Bankruptcy Code.

L. **Roll Up of Prepetition Bridge Obligations.** The conversion of the Prepetition Bridge Obligations into DIP Obligations (as defined below) is an exercise of the Debtor's business judgment consistent with its fiduciary duties. The DIP Lender would not have been willing to provide the DIP Facility or extend credit to the Debtor thereunder without the "roll up" of the Prepetition Bridge Obligations. The Roll Up Loans (as defined below) benefitted the Debtor and its estate because it enabled the Debtor to obtain urgently needed financing critical to administering the Chapter 11 Case and funding its operations.

M. **Adequate Protection.** Pursuant to Bankruptcy Code sections 105, 361, 362, and 363(e), the Prepetition Bridge Lender is entitled to receive adequate protection as set forth in this Interim Order pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code for any diminution in the value (the "Diminution in Value") of the Prepetition Bridge Collateral, including Cash Collateral, resulting from the automatic stay or the Debtor's use, sale, or lease of the Prepetition Bridge Collateral, including Cash Collateral, during this Chapter 11 Case. Based on the Motion, the Supporting Declarations, and the record presented to the Court at the Interim Hearing, the terms of the proposed adequate protection arrangements and the use of the Prepetition Bridge Collateral, including any Cash Collateral, are fair and reasonable and reflect the Debtor's reasonable business judgment.

N. **Use of Proceeds of DIP Facility and Cash Collateral.** The Debtor has prepared and delivered to the DIP Lender an initial budget (along with each subsequent budget approved by the DIP Lender, an "Approved Budget"), a copy of which is attached hereto Exhibit 2. The Approved Budget reflects the Debtor's anticipated cash receipts and disbursements for the 17-week period following the Petition Date. The Debtor believes that the Approved Budget is

reasonable under the facts and circumstances of this Chapter 11 Case. The DIP Lender is relying upon the Debtor's agreement to comply with the terms set forth in the DIP Loan Documents, the Approved Budget (subject to Permitted Variances (as defined in the DIP Term Sheet)), and this Interim Order in determining to enter into the postpetition financing arrangements provided for herein and to consent to the Debtor's use of Cash Collateral.

O. **Good Cause.** Good cause has been shown for immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2) and Local Rule 4001-1. Entry of this Interim Order is in the best interest of the Debtor, its estate, and creditors. The terms of the DIP Term Sheet and this DIP Order (including the Debtor's continued use of the Prepetition Bridge Collateral, including Cash Collateral) are in the best interest of the Debtor's estate under the circumstances, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and fair consideration for the Prepetition Bridge Lender's consent thereto.

NOW THEREFORE, THE COURT ORDERS AS FOLLOWS:

1. **Motion Granted.** The interim relief sought in the Motion is granted as set forth herein. Any objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived, or settled, and all reservation of rights included therein, are hereby denied and overruled with respect to this Interim Order. Entry of this Interim Order is without prejudice to any party in interests' rights to object to final relief under the Motion. This Interim Order is effective on entry.

2. **Authorization of DIP Facility.** The Debtor is authorized to enter into and perform under the DIP Facility with the DIP Lender on the terms reflected in the DIP Term Sheet and the DIP Loan Documents, which are approved and incorporated in their entirety, and to perform all

obligations under the DIP Loan Documents, which upon being entered into constitute valid, binding, and non-avoidable obligations of the Debtor that are enforceable against the Debtor in accordance with the terms of the DIP Term Sheet, the DIP Loan Documents, and this Interim Order.

3. **Documentation of DIP Facility.** In furtherance of the foregoing and without further order of this Court, the Debtor is authorized and directed to (a) perform all acts to negotiate, make, enter into, and perform under the DIP Term Sheet and the DIP Loan Documents and (b) perform all acts to make, execute and deliver all instruments and documents, including, without limitation, the execution and delivery of, and performance under, one or more amendments, waivers, consents or other modifications to and under the DIP Loan Documents (including the DIP Term Sheet), in each of (a) and (b), in such form as the Debtor and the DIP Lender may agree; provided that such DIP Loan Documents are consistent in all material respects with the terms and conditions within the DIP Loan Documents; provided further that no further approval of the Court is required for the Debtor to pay to the DIP Lender any fees and other expenses (including any attorneys', accountants', appraisers' and financial advisors' fees), amounts, charges, costs, indemnities and other obligations paid in connection therewith that do not shorten the maturity of the extensions of credit under the DIP Loan Documents or increase the aggregate commitments or the rate of interest payable thereunder. To the extent of any conflict between the terms of this Interim Order and the DIP Loan Documents, this Interim Order shall control.

4. **Interim Advance.** The Debtor may draw the Interim Advance (as defined in the DIP Term Sheet) under the DIP Facility, in accordance with the terms and conditions as set forth in the DIP Term Sheet.

5. **Authorization of DIP Facility.** The Debtor is hereby authorized to use the loans under DIP Facility (the “DIP Facility Loans”) (i) in accordance with, and for the purposes permitted by, the DIP Loan Documents, this Interim Order, and the Approved Budget (subject to Permitted Variances), and (ii) to pay all interest, costs, fees, and other amounts and obligations accrued or accruing under the DIP Term Sheet and other DIP Loan Documents, all pursuant to the terms and conditions of this Interim Order, the DIP Term Sheet, and the other DIP Loan Documents. The Approved Budget is hereby approved in all respects. The Debtor shall use the proceeds of the DIP Facility solely in a manner consistent with the Approved Budget (subject to Permitted Variances and other exclusions set forth in the DIP Loan Documents) and the terms and conditions of the DIP Loan Documents and this Interim Order. The Debtor is hereby authorized to enter into, execute, deliver, and perform all obligations under the DIP Loan Documents. No obligation, payment, transfer, or grant of security hereunder or under the DIP Loan Documents shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable state, federal, or common law (including, without limitation, under chapter 5 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or be subject to any defense, reduction, setoff, counterclaim, recoupment, offset, recharacterization, subordination (whether equitable, contractual or otherwise), cross-claims, or any other challenge under the Bankruptcy Code or any applicable law, rule, or regulation by any person or entity.

6. **Approval; Evidence of Borrowing Arrangements.** All terms, conditions, and covenants set forth in the DIP Loan Documents (including, without limitation, the DIP Term Sheet) are approved. All such terms, conditions, and covenants shall be sufficient and conclusive evidence of, (i) the borrowing arrangements by the Debtor and the DIP Lender, and (ii) the

Debtor's assumption and adoption of, and agreement to comply with, all the terms, conditions, and covenants of the DIP Term Sheet and the other DIP Loan Documents for all purposes, including, without limitation, to the extent applicable, the payment of all DIP Obligations arising thereunder, including, without limitation, all principal, interest, fees, and other expenses, including, without limitation, all of the DIP Lender's closing, arranger, and administrative fees, professional fees, attorney's fees and legal expenses, as more fully set forth in the DIP Loan Documents. Upon effectiveness thereof, the DIP Loan Documents shall evidence the DIP Obligations, which DIP Loan Documents and DIP Obligations shall be valid, binding, and enforceable against the Debtor, its estate, and any successors thereto, including, without limitation, any trustee appointed in the Chapter 11 Case or any case under chapter 7 of the Bankruptcy Code upon the conversion of the Chapter 11 Case (the "Successor Case"), and its creditors and other parties-in-interest, in each case, in accordance with the terms of this Interim Order and the DIP Loan Documents.

7. **Payment of DIP Fees and Expenses.** In furtherance of the foregoing and without further approval of this Court, the Debtor is authorized and directed to pay all fees and expenses in connection with or that may be reasonably required, necessary, or desirable for the Debtor's performance of the DIP Obligations, including, without limitation the non-refundable payment to the DIP Lender of all fees, including amendment fees, servicing fees, audit fees, upfront fees, closing fees, exit fees, closing date fees, prepayment fees or agency fees, and professional fees which fees shall be irrevocable whether or not the transactions contemplated hereby are consummated, and upon payment thereof, 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 and payable pursuant to the DIP Term Sheet or other DIP Loan Documents and the costs and expenses as may be due from time to time, including, without limitation, fees and expenses of the professionals retained by, or on behalf of, the DIP Lender in each case, as provided for in and payable pursuant to the DIP Loan Documents, without the need to file retention motions or fee applications.

8. **Roll-Up.** Upon entry of the Final Order, all Prepetition Bridge Obligations are hereby immediately, automatically, and irrevocably deemed to have converted, on a dollar-for-dollar basis, into rolled up DIP Facility Loans (the “Roll-Up Loans”), which Roll-Up Loans, except as otherwise provided in the Final Order and the DIP Loan Documents, are entitled to all of the priorities, privileges, rights, and other benefits afforded to the other DIP Obligations under the Final Order and the DIP Loan Documents. Upon entry of the Final Order, the conversion of the Roll-Up Loans is authorized as compensation for, in consideration for, as a necessary inducement for, and on account of the agreement of the DIP Lender to consent to and fund new money DIP Facility Loans and not as payments under, adequate protection for, or otherwise on account of any Prepetition Bridge Obligations. Peteski, in its capacity as Prepetition Bridge Lender, would not otherwise consent to the use of its Cash Collateral, or, in its capacity as DIP Lender, would not be willing to provide the DIP Facility or extend credit to the Debtor thereunder without the conversion of the Roll-Up Loans.

9. **Indemnification.** The Debtor is authorized to indemnify and hold harmless the DIP Lender, and, solely in its capacity as such, each of its respective affiliates, and each such person’s representatives, agents, attorneys, officers, directors, and employees, in accordance with, and subject to, the DIP Loan Documents, which indemnification is hereby authorized and approved.

10. **DIP Liens.** Subject to the Carve-Out (as defined below), all obligations of the Debtor under the DIP Facility (the “DIP Obligations”) are:

(a) secured, pursuant to section 364(c)(2) of the Bankruptcy Code, by valid, enforceable, first priority, fully perfected security interests in and liens on all of the Debtor’s rights in property of the Debtor’s estate as of the Petition Date, that, as of the Petition Date, were unencumbered (and do not become perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code) (including, subject to entry of the Final Order, Avoidance Action Proceeds) (such liens, subject only to the Carve-Out);

(b) secured, pursuant to section 364(c)(3) of the Bankruptcy Code, by valid, enforceable, fully perfected security interests in and liens on all of the Debtor’s rights in property of the Debtor’s estate as of the Petition Date, that, as of the Petition Date, were subject to valid, perfected and non-avoidable liens and unavoidable liens in existence immediately prior to the Petition Date, if any, that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, as determined by the Court (the “Permitted Prior Liens”), which security interests and liens are junior and subordinate only to such Permitted Prior Liens and the Carve-Out;

(c) secured, pursuant to section 364(d)(1) of the Bankruptcy Code, by valid, enforceable, priming first priority, fully perfected security interests in and liens upon all of the Debtor’s rights in property of the Debtor’s estate as of the Petition Date, and all of the Debtor’s rights in property acquired post-petition (and proceeds thereof), whether now existing or hereafter acquired or arising, that secure the Prepetition Bridge Obligations (such lien, together with the liens described in clauses (a) through (b) above, the “DIP Liens” and such collateral, together with the collateral described in this paragraph 10 and

clauses (a) through (b) above, along with any and all rents, issues, products, offspring, proceeds and profits generated by any such collateral, collectively, the “DIP Collateral”), which liens are subject to the Carve-Out and, to the extent applicable, Permitted Prior Liens.

11. **DIP Superpriority Claims.** In accordance with Bankruptcy Code section 364(c)(1), the DIP Obligations constitute superpriority administrative expense claims (the “DIP Superpriority Claims”) (without the need to file any proofs of claim or request for payment of administrative expenses) against the Debtor with priority in payment over any and all administrative expenses, adequate protection claims, diminution claims, prepetition unsecured claims, and all other claims against the Debtor, now existing or hereafter arising, of any kind whatsoever, including, without limitation, any prepetition claims and adequate protection claims of the Prepetition Bridge Lender, any adequate protection claims granted in favor of any other parties, and any and all administrative expenses or other claims of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, but not limited to, Bankruptcy Code sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546, 726, 1113, and 1114 or otherwise, including those resulting from the conversion of this Chapter 11 Case pursuant to section 1112 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment; provided, however, that the DIP Superpriority Claims are subject to the Carve-Out (as defined below). The DIP Superpriority Claims, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, are administrative expenses allowed under section 503(b) of the Bankruptcy Code, are payable from and have recourse to all prepetition and post-petition property of the Debtor and its estate and all proceeds thereof, including, subject to entry of the Final Order, proceeds of any of the estate’s causes of

action under Chapter 5 of the Bankruptcy Code (such proceeds, “Avoidance Action Proceeds”). Except as set forth in, or permitted by this Interim Order, or with the written consent of the DIP Lender, no other superpriority administrative expense claims or liens *pari passu* or senior to the DIP Superpriority Claims or DIP Liens are granted or allowed in this Chapter 11 Case, absent further order of the Court. The DIP Superpriority Claims and DIP Liens are entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise.

12. **Prepetition Bridge Lender Adequate Protection.** Until the indefeasible repayment in full in cash of the Prepetition Bridge Obligations, the Prepetition Bridge Lender is entitled to adequate protection of its interests in the Prepetition Bridge Collateral on account of the Diminution in Value thereof as a result of (a) the provisions of this Interim Order granting priming liens on such Prepetition Bridge Collateral to the DIP Lender; (b) the authorization of the use of Cash Collateral and other Prepetition Bridge Collateral; (c) the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code; and/or (d) otherwise pursuant to sections 361(a), 363(c) and 364(d)(1) of the Bankruptcy Code. For the avoidance of doubt, the rights of the Prepetition Bridge Lender, the Debtor, the statutory committee of unsecured creditors appointed in this Chapter 11 Case by the U.S. Trustee (as defined below), if any (the “Committee”), and all other parties in interest in respect of whether any Diminution in Value has occurred and the extent of any such diminution in value are reserved. The Prepetition Bridge Lender, is hereby granted the following (collectively, the “Prepetition Adequate Protection Obligations”):

a. *Payment of Interest.* Payment of all interest accruing under the Prepetition Bridge Loan Documents at the Interest Rate (as defined in the Prepetition Bridge Loan Documents) as and when due pursuant to the Prepetition Bridge Loan Documents, to be

paid in kind; provided that (i) default interest, if applicable, under the Prepetition Bridge Loan Documents shall be calculated from the Petition Date, (ii) the Prepetition Bridge Lender reserves its rights to assert default interest pursuant to the Prepetition Bridge Loan Documents in connection with the confirmation of a plan of liquidation or reorganization for the Debtor, and (iii) the automatic stay is modified to the extent necessary to permit the Prepetition Bridge Lender to deliver any notices or take any other actions to impose default interest under the Prepetition Bridge Loan Documents.

b. *Adequate Protection Liens.* Replacement liens and security interests in DIP Collateral and superpriority administrative expense claims under sections 503 and 507 of the Bankruptcy Code, in each case (and as applicable) junior only to the DIP Liens, Permitted Prior Liens, DIP Obligations, and the Carve-Out (as defined below), to the extent of any Diminution in Value (the “Adequate Protection Liens”).

c. *Reimbursement of Fees.* Reimbursement by the Debtor of the reasonable and documented fees, costs, and out-of-pocket expenses incurred or accrued by the Prepetition Bridge Lender (to include all unpaid prepetition reasonable and documented fees, costs, and out-of-pocket expenses) in connection with any and all aspects of this Chapter 11 Case.

d. *Reporting.* Delivery of reporting and information as provided for in this Interim Order and the DIP Loan Documents.

e. *Right to Seek Additional Adequate Protection and Reservation of Rights.* The adequate protection provisions contained in this Interim Order are without prejudice to the rights of the Prepetition Bridge Lender to seek any other, further, or additional adequate protection. Nothing in the DIP Term Sheet (as defined in the Interim Order), DIP

Loan Documents, the Interim Order, or this Interim Order are deemed to waive, modify, or otherwise impair the rights of the Prepetition Bridge Lender, and the Prepetition Bridge Lender shall expressly reserve all of its rights and remedies under the Prepetition Bridge Loan Documents and applicable law. Without limiting the foregoing, nothing in the DIP Term Sheet, DIP Loan Documents, this Interim Order, or the Final Order shall have the effect of, or are construed as having the effect of amending or waiving any covenant, term or provision of the Prepetition Bridge Loan Documents, or any rights or remedies of the Prepetition Bridge Lender thereunder, including (without limitation) any right to require strict compliance with such covenant, term or provision despite any consent or agreement contained in the DIP Term Sheet, DIP Loan Documents, this Interim Order, or the Final Order.

13. **Secured Parties' Entitlement to Adequate Protection.** To the extent the Court determines that a party has a valid, perfected, enforceable, and non-avoidable lien in any property of the Debtor (such holder, a "**Secured Party**"), nothing in this Interim Order shall subordinate or otherwise impair such lien, absent a further order of the Court. Such Secured Party shall be entitled to seek adequate protection as described in Section 507(b) of the Bankruptcy Code to the extent of any diminution in value of its collateral arising from and after the entry of this Interim Order; provided, that (i) all parties' rights and defenses with respect to any potential adequate protection claims and (ii) all parties' ability to object to the priority, validity, amount, and extent of such liens shall be preserved.

14. **Binding Effect of Stipulations; Challenge Period.** The Stipulations are immediately binding on the Debtor and its successors in interest (including any trustee appointed in the Chapter 11 Case or any subsequent chapter 7 case). Each Stipulation is binding on all

parties-in-interest for all purposes unless the Committee, or any creditor or other party-in-interest (in either case which has obtained the requisite standing), timely commences an adversary proceeding, or timely files a motion requesting standing to file an adversary proceeding and attaching the adversary complaint such party-in-interest seeks standing to file, against the Prepetition Bridge Lender for the purpose of challenging the validity, extent, priority, perfection and enforceability of the prepetition secured debt under the Prepetition Bridge Loan Documents, or the liens, claims and security interests in the Prepetition Bridge Collateral in favor of the Prepetition Bridge Lender, or otherwise asserting any claims or causes of action against the Prepetition Bridge Lender on behalf of the Debtor's estate (a "Challenge") and such Challenge is successful; provided, however, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred. Nothing contained in the DIP Loan Documents or the Financing Orders is deemed to confer standing on any Committee or any other party in interest to commence such an adversary proceeding. A Challenge is timely if it is commenced if:

- i) in the case of any Committee, the motion seeking standing to file such Challenge is filed by no later than sixty (60) days from formation date of a Committee in the Chapter 11 Case, and
- ii) in the case of any other party in interest, the motion seeking standing to file such Challenge is filed by no later than seventy-five days (75) days following the entry of this Interim Order (collectively (i) and (ii), the "Challenge Period").

If a Challenge is not commenced within the relevant Challenge Period, then the Prepetition Bridge Lender shall automatically receive full waivers and releases as provided in this Interim Order, and the liens of the Prepetition Bridge Lender are valid, perfected, enforceable, and unavoidable without any further action by the Prepetition Bridge Lender. In the case of an investigation,

litigation, or other proceeding to which the indemnity in the DIP Term Sheet applies, such indemnity is effective whether or not such investigation, litigation or proceeding is brought by the Debtor, any of its directors, security holders or creditors, an indemnitee, or any other person or an indemnitee is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated.

15. **Release of Claims and Defenses.** Effective as of the entry of the Final Order, the Debtor, on its own behalf and on behalf of its estate, hereby absolutely, irrevocably, and unconditionally releases and forever discharges and acquits the DIP Lender together with its current or former affiliates, agents, subsidiaries, partners, controlling persons, attorneys, advisors, professionals, officers, directors and employees (collectively, the “Released Parties”), of and from any and all obligations and liabilities to the Debtor (and its successors and assigns) and from any and all claims, controversies, disputes, obligations, counterclaims, offsets, defenses, demands, debts, damages, expenses, losses, liens, accounts, contracts, liabilities, actions, causes of action and any other rights of disgorgement or recovery arising prior the Petition Date of any kind, nature or description, whether known or unknown, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, suspected or unsuspected, or liquidated or unliquidated, pending or threatened, arising in law or equity or upon contract or tort or under any state or federal law or otherwise, arising out of, based upon or related to, in whole or in part, any of the DIP Loan Documents or any DIP Facility Loans; any aspect of the relationship between the Debtor, on the one hand, and any or all of the Released Parties, on the other hand, relating to any of DIP Loan Documents or any transaction contemplated thereby; or any other acts or omissions by any or all of the Released Parties in connection with the DIP Facility or their prepetition relationship with such Debtor or any affiliate thereof relating to any of the DIP Loan Documents or any transaction

contemplated thereby; including, without limitation, any so-called “lender liability” claims or defenses or claims or defenses under chapter 5 of the Bankruptcy Code or any other causes of action, in each case that any Debtor at any time had, now has or may have, or that its successors or assigns hereafter can or may have against any of the Released Parties for or by any reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of the Final Order; provided that the releases set forth in this section do not release any claims against a Released Party or liabilities that a court of competent jurisdiction determines results from the bad faith, fraud, gross negligence or willful misconduct of such Released Party; provided, further, that nothing in this Interim Order relieves the DIP Lender from fulfilling its commitments under the DIP Facility.

16. **Carve-Out**. Notwithstanding anything to the contrary herein, the Debtor’s obligation to the DIP Lender and the Prepetition Bridge Lender, and the liens, security interests, and superpriority claims granted by this Interim Order or under the Prepetition Bridge Documents and the DIP Loan Documents, and the payment of all such obligations, shall be subject and subordinate in all respects to payment of the following fees and expenses (the amounts set forth in the clauses (a)-(d) defined herein as the “Carve-Out”): (a) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee for the Northern District of Texas (“U.S. Trustee”) under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the Carve-Out Notice), (b) all reasonable fees and expenses up to \$50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the Carve-Out Notice), (c) Allowed Professional Fees (as defined below) of the Estate Professionals (as defined below) prior to the delivery by the DIP Lender of a Carve-Out Trigger Notice (defined below) (the amounts set forth in this clause (c) being the “Pre Carve-Out Trigger Notice Cap”);

and (d) the Allowed Professional Fees of (i) Debtor Professionals in an aggregate amount not to exceed \$4,000,000, and (ii) Committee Professionals in an aggregate amount not to exceed \$250,000, in each case incurred on or after the later of (i) the first business day following delivery by the DIP Lender of the Carve-Out Trigger Notice or (ii) determination of the Court that an Event of Default has occurred, after a hearing thereon (the amounts set forth in this clause (d) being the “Post Carve-Out Trigger Notice Cap” and together with the Pre Carve-Out Trigger Notice Cap and the amounts set forth in clauses (a) and (b), the “Carve-Out Cap”); (the foregoing clauses (a) through (d), collectively, the “Carve-Out”).

- a. As used in this paragraph, persons or firms retained by (x) the Debtor pursuant to section 327, 328, or 363 of the Bankruptcy Code are referred to as “Debtor Professionals”), and (y) the Committee are referred to as “Committee Professionals” and, together with the Debtor Professionals, the “Estate Professionals”.
- b. The term “Allowed Professional Fees” means fees and expenses incurred prior to the applicable event set forth in this paragraph, to the extent allowed at any time, whether by interim order, procedural order, or otherwise, but subject to final allowance by the Court, without regard to whether such fees and expenses are provided for in any Approved Budget or were invoiced after the Carve-Out Trigger Notice Date. To the extent that professional fees and expenses of the Estate Professionals have been incurred by the Debtor or the Creditors’ Committee at any time before or on the first business day after delivery by the DIP Lender of a Carve-Out Trigger Notice but have not yet been allowed by the Court, such professional fees and expenses of the Estate Professionals shall constitute Allowed Professional Fees benefiting from the Carve-Out upon their allowance by the Court, whether by interim or final compensation order, and the Carve-Out Accounts shall be funded to include such professional fees and expenses.
- c. “Carve-Out Trigger Notice” means a written notice stating that the Post-Carve-Out Trigger Notice Cap has been invoked, delivered by hard copy or email by the DIP Lender to lead bankruptcy counsel for the Debtor, the U.S. Trustee, and counsel to any Committee, which notice may be delivered following the occurrence and during the continued existence of an Event of Default under the terms of this Interim Order.
- d. “Carve-Out Trigger Notice Date” means the day on which a Carve-Out Trigger Notice is received by the Debtor.
- e. “Carve-Out Account” means a separate segregated account not subject to the control of the DIP Lender or any other secured parties.

17. Within five (5) business days of the initial funding of the DIP Facility Loans, the Debtor shall fund into two Carve-Out Accounts (one for Debtor Professionals and one for Committee Professionals) an amount equal to the total budgeted Debtor Professionals' and Committee Professionals' fees, respectively, for the first two (2) weeks set forth in the Approved Budget and, thereafter, the Debtor will transfer into the Carve-Out Accounts on a weekly basis cash in an amount equal to the estimated Debtor Professionals' and Committee Professionals' fees, respectively (excluding any restructuring, sale, success or other transaction fee of any investment bankers or financial advisors) for the next unfunded week set forth in the Approved Budget, which shall be determined by the applicable Estate Professional in its reasonable discretion. Thereafter, the Debtor shall use such funds held in the respective Carve-Out Account to pay Estate Professional fees as they become allowed and payable pursuant to interim or final orders of the Court; provided, that the Debtor's obligations to pay the Allowed Professional Fees of the Estate Professionals shall not be limited or deemed limited to funds held in the Carve-Out Account.

18. On the Carve-Out Trigger Notice Date, the Carve-Out Trigger Notice shall constitute a demand to the Debtor to transfer cash in an amount equal to the Carve-Out Cap (which shall be determined by the applicable Estate Professional in its reasonable discretion based on the amount of then-unpaid Allowed Professional Fees plus a reasonable estimate of fees and expenses not yet allowed less any amount then held in the applicable Carve-Out Account on account of such Estate Professional's estimated Allowed Professional Fees), and immediately following receipt of a Carve-Out Trigger Notice, and prior to the payment of any Prepetition Bridge Obligations or DIP Obligations, the Debtor shall be required to deposit into the respective Carve-Out Account cash in an amount equal to the difference between the applicable Carve-Out Cap and the balance held in the applicable Carve-Out Account as of the Carve-Out Trigger Notice Date.

Notwithstanding anything to the contrary herein or in the DIP Loan Documents, following delivery of a Carve-Out Trigger Notice, the DIP Lender shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtor until the Carve-Out Accounts have been fully funded as required herein in an amount equal to all obligations benefitting from the Carve-Out. Any payment or reimbursement made to any Estate Professional in respect of any Allowed Professional Fees prior to the delivery of the Carve-Out Trigger Notice shall not reduce the Carve-Out.

19. The amounts in the Carve-Out Accounts shall be available only to satisfy Allowed Professional Fees and other amounts included in the Carve-Out until such amounts are paid in full. Notwithstanding anything to the contrary herein, (i) the failure of the Carve-Out Accounts to satisfy in full the amount set forth in the Carve-Out shall not affect the priority of the Carve-Out and (ii) in no way shall the Carve-Out, the Carve-Out Accounts, or any Approved Budget be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtor or that may be allowed by the Court at any time (whether by interim order, final order, or otherwise). All funds in the Carve-Out Accounts shall be used first to pay all obligations benefitting from the Pre Carve-Out Trigger Notice Cap, until paid in full, and then the obligations benefitting from the Post Carve-Out Trigger Notice Cap; provided that the amount in the Carve-Out Accounts shall be reduced on a dollar-for-dollar basis for Allowed Professional Fees that are paid after the delivery of the Carve-Out Trigger Notice, and the Carve-Out Accounts shall not be replenished for such amounts so paid.

20. Payments from the Carve-Out shall be subject to any terms and conditions of the engagement agreements and appurtenant orders for the employment of each Estate Professional. The Debtor shall be permitted to pay compensation and reimbursement of expenses incurred prior

to the occurrence of a delivery of a Carve-Out Trigger Notice to the extent allowed and payable under sections 330 and 331 of the Bankruptcy Code.

21. Notwithstanding anything to the contrary herein or elsewhere, the Carve-Out shall be senior to all claims and liens, including the DIP Liens, as well as any adequate protection liens and claims described herein.

22. The DIP Lender and Prepetition Bridge Lender shall not be responsible for the direct payment or reimbursement of any fees or expenses of any Estate Professionals incurred in connection with the Chapter 11 Case or any Successor Case under any chapter of the Bankruptcy Code, regardless of whether payment of such fees or disbursement has been allowed by the Court. Nothing in this Interim Order or otherwise shall be construed to obligate any of the DIP Lender and Prepetition Bridge Lender in any way to pay compensation to or reimburse expenses of any Estate Professional, or to guarantee that the Debtor has sufficient funds to pay such compensation or expense reimbursement.

23. **Restriction on Use of DIP Lender's Funds and Cash Collateral.** None of the Carve-Out, any Cash Collateral, the DIP Facility Loans, the DIP Collateral, or the Prepetition Bridge Collateral may be used to challenge the amount, validity, perfection, priority or enforceability of, or assert any defense, counterclaim or offset to, the DIP Facility, the DIP Term Sheet, or the DIP Loan Documents or the Prepetition Bridge Obligations or the Prepetition Bridge Loan Documents, or the security interests and liens securing any of the DIP Obligations or the Prepetition Bridge Obligations, or to fund prosecution or assertion of any claims, or to otherwise litigate against the DIP Lender or Prepetition Bridge Lender; provided that nothing herein shall prohibit the Debtor from obtaining post-petition loans or other financial accommodations pursuant to section 364(c) or 364(d) of the Bankruptcy Code if the proceeds of such financing are used to

indefeasibly pay (i) all Prepetition Bridge Obligations in full in accordance with the terms of the Prepetition Bridge Loan Documents, and (ii) all DIP Obligations are satisfied in full in accordance with the terms of the DIP Term Sheet and the other DIP Loan Documents. Notwithstanding anything to the contrary herein, the proceeds of the DIP Facility Loans and/or DIP Collateral (including Cash Collateral) may be used by any Committee to investigate, but not to prosecute, (x) the claims and liens of the Prepetition Bridge Lender or any Secured Party and (y) potential claims, counterclaims, causes of action or defenses against the Prepetition Bridge Lender or any Secured Party, up to an aggregate cap of no more than \$25,000 (the “Challenge Budget”). The Debtor shall be entitled to use DIP Collateral to pay reasonable and documented fees incurred to (x) contest that an Event of Default has occurred and/or is continuing hereunder pursuant to and consistent with this Interim Order and/or (y) prepare for and participate at any hearing held by the Court regarding any exercise of rights or remedies under the DIP Loan Documents; provided that, in each case, such amount shall apply against the Post Carve-Out Trigger Notice Cap.

24. **Fees, Costs and Expenses of the DIP Lender.** Payment of the DIP Lender’s fees and expense, as provided for herein, shall be paid promptly after the expiration of the Review Period (as defined below). Any professional retained by the DIP Lender seeking payment of fees and expenses incurred after the Petition Date pursuant to this paragraph shall deliver a summary invoice to the Debtor (which shall not be required to contain time entries or otherwise comply with the Guidelines of the U.S. Trustee, but shall include (x) a general, brief description of the nature of the matters for which services were performed and (y) aggregate amounts of fees and expenses and total amount of time on a per professional basis, each consistent with the local rules, 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), with a copy to the U.S. Trustee, and any Committee; provided, however, that (i) any redacted fee statements shall retain all privileges irrespective of any disclosure of any privileged matter, and any such disclosure shall be deemed inadvertent for all purposes and deemed stricken from any record in the Chapter 11 Case, any Successor Case or otherwise, (ii) if the Debtor, the U.S. Trustee, or any official Committee objects to the reasonableness of such fees and expenses—and such objection is noticed via electronic mail to counsel to the professional and to the professional—and such objection cannot be resolved within ten (10) calendar days of service of such summary invoice(s) (the “Review Period”), the Debtor, the U.S. Trustee, or any official Committee, as the case may be, shall file and serve upon such professional an objection with the Court (a “Fee Objection”) limited to the issue of the reasonableness of the disputed fees and expenses prior to the expiration of the Review Period, (iii) if the Debtor, the U.S. Trustee, or any Committee fail to object to the reasonableness of such fees and expenses within the Review Period (or such objection is later withdrawn), any objection of the Debtor, the U.S. Trustee, or any official Committee, as the case may be, shall be waived, (iv) the Debtor shall timely pay in accordance with this Interim Order the undisputed fees and expenses reflected on any invoice to which a Fee Objection has been timely filed, and (v) notwithstanding the foregoing subsections (i)–(iv), the DIP Lender’s costs, fees and expenses, including legal fees and expenses incurred prior to and unpaid as of the Petition Date shall be paid indefeasibly upon entry of this Interim Order.

25. **506(c) Waiver.** Upon entry of the Final Order, except to the extent of the Carve-Out, no expenses of administration of this Chapter 11 Case 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 any DIP Collateral or Prepetition Bridge Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Lender or Prepetition Bridge Lender, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Lender or Prepetition Bridge Lender, as applicable; and the Debtor irrevocably waives and is prohibited from asserting any claim described in this paragraph, under section 506(c) of the Bankruptcy Code or otherwise, for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the DIP Lender upon the DIP Collateral or the Prepetition Bridge Lender upon the Prepetition Bridge Collateral.

26. **Waiver of Marshaling.** Upon entry of the Final Order, except to the extent of the Carve-Out, in connection with any disposition of or exercise of rights and remedies with respect to the DIP Collateral, the DIP Lender, and with respect to the Prepetition Bridge Collateral, the Prepetition Bridge Lender, may exercise all remedies available under the DIP Term Sheet, the DIP Loan Documents, and Prepetition Bridge Loan Documents, as applicable, without any requirement first to look to exercise any of its or their rights against any particular collateral or party or to exhaust any remedies available to it or them against any particular collateral or party or to resort to any other source or means of obtaining payment of any of such obligations or to elect any other remedy. In no event shall the DIP Lender or the Prepetition Bridge Lender be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to the collateral securing the DIP Facility Loans or the Prepetition Bridge Obligations.

27. **Section 552(b).** Subject to entry of the Final Order, in light of the subordination of their liens and superpriority administrative claims (i) in the case of the DIP Lender, to the Carve-Out and the Permitted Prior Liens and (ii) in the case of the Prepetition Bridge Lender, to the

Carve-Out, the DIP Liens, and, if applicable, the Permitted Prior Liens, each of the DIP Lender and the Prepetition Bridge Lender is entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception shall not apply to any of the DIP Lender and Prepetition Bridge Lender with respect to the proceeds, products, rents, issues or profits of any of the DIP Collateral or the Prepetition Bridge Collateral, and no expenses of administration of the Chapter 11 Case or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, may be charged against proceeds, product, offspring or profits from any of the DIP Collateral or the Prepetition Bridge Collateral under section 552(b) of the Bankruptcy Code. The Debtor irrevocably waived, and agreed not to assert, any claim or right under section 552 of the Bankruptcy Code seeking to avoid the imposition of the DIP Liens, liens pursuant to the Prepetition Bridge Loan Documents, or the Adequate Protection Liens on any property acquired by the Debtor or its estate or, subject to the Carve-Out, seeking to surcharge any costs or expenses incurred in connection with the preservation, protection, or enhancement of, or realization by, the DIP Lender or the Prepetition Bridge Lender upon the DIP Collateral or the Prepetition Bridge Collateral, as applicable.

28. **Restrictions on Granting Post-Petition Liens.** Other than the Carve-Out, or as otherwise provided in this Interim Order or the DIP Term Sheet, no claim having a priority superior or *pari passu* with those granted by the Interim Order to the DIP Lender and Prepetition Bridge Lender shall be granted or permitted by any order of this Court entered in the Chapter 11 Case, while any portion of the DIP Facility (or refinancing thereof), any loan under the DIP Facility, or any other obligations under the DIP Loan Documents are outstanding. Except as expressly permitted by the DIP Loan Documents, the Debtor will not, at any time during the Chapter 11 Case, grant mortgages, security interests, or liens in the DIP Collateral or the Prepetition Bridge

Collateral (or any portion thereof) to any other parties pursuant to section 364(d) of the Bankruptcy Code or otherwise.

29. **Milestones**. It is a condition to the DIP Facility that the Debtor complies with the following deadlines (each of which may be extended or waived with the prior written consent of the DIP Lender, which may be by e-mail, without further order of the Court, and which consent shall be at the DIP Lender's sole discretion) (collectively, the "Milestones"). The failure to satisfy the following Milestones shall constitute an Event of Default in accordance with the terms of the DIP Term Sheet and this Interim Order.

a. The Debtor shall have filed an adversary proceeding (the "Adversary Proceeding") against TCT Ministries, Inc. ("TCT") with respect to the granting of security or perfection of liens under that certain Convertible Promissory Note, dated as of September 9, 2024 made by the DIP Borrower in favor of CrossSeed, Inc. (the "Initial Holder"), as modified by that certain Allonge to Convertible Promissory Note, dated as of March 5, 2025 made by the Initial Holder in favor of TCT and that certain Borrower's Consent to Assignment, dated as of March 5, 2025 made by the DIP Borrower (the "Preference Claim") by no later than one day after the Petition Date;

b. The Debtor shall have filed the motion seeking approval of bidding procedures (the "Bidding Procedures Motion") by no later than five (5) days after the Petition Date;

c. The Court shall have entered the order approving the Bidding Procedures Motion by no later than thirty-five (35) days after the Petition Date; and

d. The Court shall have entered the Final Order by no later than thirty-five (35) days after the Petition Date.

30. **Automatic Effectiveness of Liens.** The DIP Liens and the Adequate Protection Liens automatically are deemed to be valid, perfected, enforceable, non-avoidable and effective by operation of law, and not subject to challenge as of the Petition Date, without the need for (x) filing any UCC-1 financing statements, security agreements, vehicle lien applications, filings with the U.S. Patent and Trademark Office, the United States Copyright Office, or the Library of Congress, state or federal notice, or any other similar instrument or document in any state or public record or office, (y) taking possession or control of any collateral, or (z) further action of any kind (including execution of any security agreements, mortgages, financing statements, collateral agreements, collateral trust agreements, deposit account control agreements, blocked account control agreements, securities account control agreements, or other collateral documents and agreements). All DIP Collateral is free and clear of other liens, claims and encumbrances, except the Permitted Prior Liens, Adequate Protection Liens, the Prepetition Bridge Liens, and any other liens expressly permitted under the Prepetition Bridge Loan Documents. If the DIP Lender or Prepetition Bridge Lender hereafter reasonably requests that the Debtor executes and delivers to the DIP Lender or Prepetition Bridge Lender, as applicable, financing statements, security agreements, collateral assignments, or other instruments and documents considered by the DIP Lender or Prepetition Bridge Lender, as applicable, to be reasonably necessary or desirable to further evidence the perfection of the DIP Liens or the Adequate Protection Liens, as applicable, the Debtor is hereby authorized and directed to execute and deliver such financing statements, security agreements, collateral assignments, instruments, and documents, and the DIP Lender or Prepetition Bridge Lender, as applicable, is hereby authorized to file or record such documents in its discretion without seeking modification of the automatic stay under section 362 of the Bankruptcy Code, in which event all such documents shall be deemed to have been filed or

recorded at the time and on the date of entry of the Interim Order.

31. **Remedies.** Upon the occurrence and during the continuance of any Event of Default (as defined in the DIP Term Sheet), and without further application to the Court, the automatic stay provisions of Section 362 of the Bankruptcy Code shall be vacated and modified to the extent necessary to permit the DIP Lender to take any of the following actions, after five (5) Business Days (such period, the “Remedies Notice Period”) from the delivery of a written notice of the occurrence and continuance of an Event of Default (the “Remedies Notice”) (which may be by email) to the Debtor and its counsel, counsel for any Committee, and the U.S. Trustee (the “Remedies Notice Parties”): (a) issue a Carve-Out Notice (as defined above), (b) declare all DIP Obligations to be immediately due and payable without presentment, demand or protest or other notice of any kind, all of which are expressly waived by the Debtor; (c) declare the suspension or termination of the DIP Facility as to any further liability or obligation of the DIP Lender thereunder, but without affecting the DIP Liens or DIP Obligations; (d) charge the default rate of interest under the DIP Facility; (e) terminate, reduce, or restrict the Debtor’s use of any Cash Collateral; and (f) take any other actions or exercise any other rights or remedies permitted under the DIP Orders, the DIP Documents or applicable law to effect the repayment of the DIP Obligation. Upon issuance of the Remedies Notice and prior to the expiration of the Remedies Notice Period, the Debtor (a) may continue to use Cash Collateral and the proceeds of DIP Facility Loans pursuant to the Approved Budget but (b) are prohibited from requesting any further advances under the DIP Facility that are not in the Approved Budget.

32. The Debtor, any official Committee, and/or any party in interest shall be entitled to seek an emergency hearing (with the DIP Lender deemed to consent to such emergency hearing pursuant to this Interim Order) (the “Stay Relief Motion”) within five (5) Business Days of the

issuance of the Remedies Notice or such other time as the Court can schedule the hearing in accordance with the local rules for the purpose of (i) contesting whether, in fact, an Event of Default has occurred and is continuing and/or (ii) obtaining non-consensual use of Cash Collateral, provided that if a request for such hearing is made prior to the end of the Remedies Notice Period, then the Remedies Notice Period shall automatically be continued until the Court hears and rules with respect thereto.

33. In the event the Court determines during a hearing on the Stay Relief Motion that an Event of Default has occurred, the Court may fashion an appropriate remedy, which may include the exercise of any and all rights available to the DIP Lender under the DIP Term Sheet, DIP Loan Documents, this Interim Order, or the Final Order, as applicable.

34. **Credit Bid.** Upon entry of the Final Order, the DIP Lender shall have the right to credit bid (pursuant to section 363(k) of the Bankruptcy Code and/or applicable law) the DIP Obligations (inclusive of any Roll Up Loans) and/or Prepetition Bridge Obligations, in whole or in part (including any known future DIP Obligations and/or Prepetition Bridge Obligations, as applicable) that will become outstanding prior to or in connection with the consummation of the credit bid), on a dollar-for-dollar basis, in connection with any sale or disposition of assets by the Debtor in this Chapter 11 Case, and shall not be prohibited from making such credit bid “for cause” under section 363(k) of the Bankruptcy Code. In connection with any credit bid for any portion of the Debtor’s assets by Peteski (whether or not such bid also includes a cash component), Peteski shall not be required to (i) provide any information to the Debtor regarding its financial condition or (ii) deposit any amounts with the Debtor prior to consummation of such bid. Such bid shall be a qualified bid, and Peteski (i) shall be a qualified bidder for any auction for the Debtor’s assets and (ii) shall be entitled to participate as a bidder at such auction.

35. **Proofs of Claim.** The Prepetition Bridge Lender is not required to file proofs of claim in this Chapter 11 Case. The stipulations in Paragraph G of this Interim Order are deemed to constitute a timely-filed proof of claim for the Prepetition Bridge Lender in respect of the Prepetition Bridge Obligations.

36. **Fiduciary Duties.** Notwithstanding anything to the contrary in the DIP Term Sheet, DIP Loan Documents, this Interim Order, the Final Order, or any other document, order, or instrument, nothing in the DIP Term Sheet, the DIP Loan Documents, or the Financing Orders shall require the Debtor, the Debtor's board of directors, or any similar governing body of the Debtor, after consulting with counsel, to take any action or to refrain from taking any action with respect to any alternative financing transaction to the extent taking or failing to take such action would be a violation of applicable law or its fiduciary obligations under applicable law. To the extent of any conflict between this provision and any other provision in the DIP Term Sheet, the DIP Loan Documents, or the Financing Orders, this provision will control.

37. **Honoring of Disbursements.** Notwithstanding anything to the contrary in any other order of this Court, the financial institutions where the Debtor's bank accounts are located (a) are authorized to accept and honor all representations from the Debtor as to which checks, drafts, wires, or ACH transfers should be honored or dishonored, consistent with any order of this Court and governing law, and (b) have no duty to independently inquire as to whether such payments are authorized by an order of this Court.

38. **Disbursement Handling Procedures.** The financial institution where the Debtor's bank accounts are located shall implement reasonable handling procedures in coordination with the Debtor designed to effectuate the terms of this Interim Order. No financial institution that implements such handling procedures and then honors a pre-petition check or other item drawn on

any bank account that is the subject of this Interim Order either (i) in good faith belief that the Court has authorized such pre-petition check or item to be honored or (ii) as a result of an innocent mistake made despite implementation of such handling procedures, shall be deemed to be liable to the Debtor or its estate otherwise in violation of this Interim Order.

39. **Survival.** The provisions of this Interim Order and any actions taken pursuant hereto shall survive the entry of any order confirming a plan, converting the Chapter 11 Case, or dismissing the Chapter 11 Case or any successor case, and the terms and provisions of this Interim Order shall continue in full force notwithstanding any such order. In the event of a conflict between this Interim Order and any order confirming a chapter 11 plan, the order confirming the chapter 11 plan shall control.

40. **Immediate Effect.** Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 7062 or 9024, any other Bankruptcy Rule or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order is immediately effective and enforceable upon its entry. There is no stay of execution or effectiveness of this Interim Order.

41. **Further Actions.** The Debtor is authorized and directed to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

42. **Retention of Jurisdiction.** This Court has exclusive jurisdiction with respect to any and all disputes or matters under, or arising out of or in connection with, either the DIP Facility or the DIP Loan Documents. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

43. **Final Hearing.** A final hearing on the relief requested in the Motion shall be held on July 29, 2025 at 9:30 a.m. (prevailing Central time). Any party in interest objecting to the relief

sought at the Final Hearing shall file written objections no later than July 24, 2025 at 5:00 p.m. (prevailing Central time). If no objections to entry of a final order on the Motion are timely received, the Court may enter such final order without need for the final hearing.

END OF ORDER

Order submitted by:

SIDLEY AUSTIN LLP

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*Proposed Attorneys for the Debtor
and Debtor in Possession*

Exhibit 1

DIP Term Sheet

**SUMMARY OF TERMS AND CONDITIONS
FOR DIP FINANCING AND USE OF CASH COLLATERAL
(Confidential – Binding Term Sheet)**

Merit Street Media, Inc.,
as Debtor and Debtor-in-Possession
July 1, 2025

Any provision of financial accommodations under the debtor in possession credit facility described here shall be further subject to the Bankruptcy Court approval set forth below.

FOR THE AVOIDANCE OF DOUBT, THIS TERM SHEET (THIS “**DIP TERM SHEET**”) IS NOT AN OFFER OR SOLICITATION WITH RESPECT TO ANY SECURITIES OF MERIT STREET MEDIA, INC., OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING HEREIN SHALL BE DEEMED TO BE THE SOLICITATION OF AN ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN. THIS TERM SHEET DOES NOT ADDRESS ALL TERMS THAT WOULD BE REQUIRED IN CONNECTION WITH THE RESTRUCTURING.

DIP Facility Terms	
DIP Borrower	Merit Street Media, Inc., a Texas corporation, as debtor and debtor-in-possession (the “ DIP Borrower ”) under Chapter 11 of the United States Bankruptcy Code (the “ Bankruptcy Code ”) in the case of the DIP Borrower (the “ Case ” of the “ Debtor ”) in the United States Bankruptcy Court for the Northern District of Texas (the “ Bankruptcy Court ”), commenced on the date the Debtor files its Chapter 11 petition (the “ Petition Date ”).
DIP Lender	Peteski Productions, Inc., a Texas corporation, in its capacity as Lender under the definitive DIP Loan Documents and the Bridge Loan Agreement (the “ DIP Lender ”).
DIP Financing	The DIP Lender will provide to the DIP Borrower an approximately \$21.4 million secured superpriority debtor-in-possession term loan credit facility (the “ DIP Facility ”) consisting of a (x) delayed draw term loan facility in the aggregate maximum principal amount of up to approximately \$13.4 million and (y) rolled up Bridge Loans (as defined below) (any new amounts borrowed under the DIP Facility together with any rolled Bridge Loans, the “ DIP Facility Loans ”). The delayed draw term loan facility will be made available in two or more draws over the term of the DIP Facility. An initial maximum aggregate amount of up to approximately \$4.1 million (the “ Interim Advance ”) shall be made available to the DIP Borrower following entry of the interim debtor-in-possession financing order (the “ Interim Order ”). The balance of the DIP Facility will be available only upon and after entry of the final debtor-in-possession financing order (the “ Final Order ,” and together with the Interim Order, the “ DIP Orders ”). Pending the entry of the Final Order, the DIP Lender shall be afforded all of the protections contained in the Interim Order.

	The DIP Orders and DIP Loan Documents ¹ shall (a) contain customary terms for debtor-in-possession financing transactions of this type, including, without limitation, those terms set forth in this DIP Term Sheet and (b) shall be acceptable in form and substance to the DIP Lender in all respects.
Bridge Financing	The DIP Lender has also made available a liquidity bridge of approximately \$7.9 million (the “Bridge Loans”), subject to the terms set forth in that certain Loan Agreement, dated as of June 30, 2025 (but effective as of June 10, 2025) by and between the DIP Borrower and the DIP Lender (the “Bridge Loan Agreement”). The Bridge Loans currently exist on a secured basis and are secured by certain collateral (the “Bridge Loan Collateral”). In the event of a chapter 11 filing, the Bridge Loans shall roll up into the DIP Loans upon entry of the Final Order on a dollar-for-dollar basis.
Use of DIP Proceeds and Cash Collateral:	The DIP Facility Loans and Cash Collateral (as defined below) may be used for: i. post-petition working capital purposes of the Debtor; ii. current interest, fees, and expenses under the DIP Facility; iii. the allowed administrative costs and expenses of the Case; and/or iv. as otherwise agreed by the DIP Lender; in each case, in accordance with any Approved Budget (as defined below) and the Interim Order or Final Order, as applicable, incorporating the terms hereof. All cash and cash equivalents of the Debtor, whenever or wherever acquired, and the proceeds of all collateral pledged to the DIP Lender constitute cash collateral, as contemplated by section 363 of the Bankruptcy Code (“Cash Collateral”).
DIP Facility Interest Rate and Fees	The “Interest Rate” shall be eight percent (8%) per annum (to be paid in kind), and the “Default Rate” means the Interest Rate plus two percent (2%) per annum. Subject to the terms and conditions of the Final Order, the DIP Borrower agrees to pay the DIP Lender a fee (the “Exit Fee”) equal to one and a half percent (1.5%) of the total amount of DIP Facility Loans outstanding. The Exit Fee shall be due and payable on the termination date (as outlined herein).
Priority and Security	The claims arising under the DIP Facility shall constitute superpriority administrative and priority claims against the Debtor and its estate with priority over any and all claims against the Debtor and its estate (junior and subordinate only to the Carve-Out (as defined in the Interim DIP Order) and

¹ “**DIP Loan Documents**” means, collectively, the DIP Orders, the DIP Facility Loans, the DIP Term Sheet, and the DIP Credit Agreement (if any), and related security agreements and other documents required or requested by the DIP Lender to be executed or delivered by or in connection with the DIP Facility Loans, and each of which shall be reasonably acceptable in form and substance to the DIP Lender.

	any Permitted Prior Liens ²) and the DIP Facility shall be secured by liens that are first priority on all assets of the Debtor and its estate (collectively, the “DIP Collateral”), subject to any Permitted Prior Liens.
Lien on Avoidance Action Proceeds	Subject to entry of the Final Order, the DIP Collateral shall include a lien on avoidance action proceeds.
Closing Date	The first business date on which the DIP Conditions Precedent below shall have been satisfied (the “Closing Date”) and the making of the Interim Advance shall have occurred.
Permitted Variance / Testing	The Debtor shall strictly perform in accordance with the Approved Budget, subject to certain Permitted Variances. Beginning on the Thursday following the first two full weeks after the Petition Date (the “Initial Reporting Date”) and on every Thursday thereafter (collectively, with the Initial Reporting Date, each a “Reporting Date”), the Debtor shall deliver to the DIP Lender, in a form consistent with the form of the Approved Budget a variance report describing in reasonable detail, by line item, (i) the actual disbursements of the Debtor and actual receipts during the applicable Test Period; and (ii) any variance (whether positive or negative, expressed as a percentage) between the actual receipts or disbursements, as applicable, during such Testing Period against the estimated receipts or disbursements, as applicable, for the applicable Testing Period, as set forth in the applicable Approved Budget (a “Variance Report”). Upon the fourth week following entry of the Interim Order, variance shall be tested on a rolling four-week basis (the “Test Period”). Cash disbursements for operations shall not be more than 115% of the projected disbursements; <i>provided</i> , for the avoidance of doubt, disbursements for retained debtor and committee professionals and other professionals shall not be counted for purposes of such testing (the “Permitted Variances”).
DIP Conditions Precedent	The availability of the Interim Advance shall be subject to the satisfaction of the following conditions precedent (or waiver thereof by the DIP Lender): i. no later than two (2) days prior to the Petition Date, the DIP Lender shall have received a 13-week cash forecast setting forth projected cash flows and disbursements (including, without limitation, professional fees and capital expenditures, in each case, as separate line items), in form and substance acceptable to the DIP Lender in its sole and exclusive discretion (the “Initial Approved Budget”, and any subsequent approved budget by the DIP Lender, the “Approved Budget”); ii. the Debtor shall have provided the DIP Lender with a copy of the “first day” motions, including the cash management motion, and proposed orders to be filed with the Bankruptcy Court in connection

² **“Permitted Prior Liens”** shall mean liens that were valid, binding, enforceable, properly perfected, nonavoidable and senior in priority to the liens securing the DIP Loans as of the Petition Date, or that are perfected subsequent to the Petition Date, but solely as permitted by section 546(b) of the Bankruptcy Code as determined by the Bankruptcy Court.

	with the commencement of the Case; iii. the Petition Date shall have occurred; iv. no later than three (3) business days after the Petition Date, the Bankruptcy Court shall have entered orders (including interim orders other than the Interim Order) approving all “first day” motions (other than the motion to approve the DIP Facility) substantially on the terms required therein, which shall be in form and substance reasonably acceptable to the DIP Lender; and v. no later than three (3) business days after the Petition Date, the Bankruptcy Court shall have entered the Interim Order, which (a) shall be in full force and effect and shall not have been, in whole or in part, vacated, reversed, stayed or set aside, and (b) shall not have been modified or amended in any way adverse to the DIP Lender without the consent of the DIP Lender; vi. all of the representations and warranties of the Debtor in this DIP Term Sheet or the DIP Loan Documents, as applicable, shall be true and correct in all material respects, unless otherwise agreed by the DIP Lender; vii. there shall be no defaults or Events of Default (as defined below) under this DIP Term Sheet or the DIP Loan Documents, as applicable, or any defaults or Events of Default shall have been waived in writing³ by the DIP Lender or cured pursuant to the terms thereof; and viii. no Material Adverse Change⁴ shall have occurred since the Petition Date.
<u>Conditions Precedent to All Subsequent Credit Extensions:</u>	The obligations of the DIP Lender to make any DIP Facility Loan subsequent to the Interim Advance shall be subject to the following conditions precedent (or waiver thereof by the DIP Lender): i. The Bankruptcy Court shall have entered the Final Order, substantially on the terms contemplated by this DIP Term Sheet and in form and substance acceptable to the DIP Lender, and such Final Order shall (a) be in full force and effect and (b) not have been modified or amended in any manner adverse to the DIP Lender without the consent of the DIP Lender; ii. Following entry of the Interim Order, a definitive credit agreement (the “DIP Credit Agreement”) and related security agreement(s)

³ It being understood by the parties that email is sufficient to evidence writing.

⁴ “**Material Adverse Change**” means a material adverse change in (a) the validity or enforceability of all or any portion of the DIP Loan Documents or the validity or enforceability of all or any portion of the claims, liens, or security interests granted thereby or the rights or remedies intended or purported to be granted to the DIP Lender pursuant thereto, or (b) the ability of the Debtor to perform any material obligation under the DIP Loan Documents or carry out the transactions contemplated by the DIP Loan Documents.

	and guarantees, security documents, and other agreements, instruments and documents, if any, in each case if requested in writing by the DIP Lender, shall have been executed and delivered by the Debtor to the DIP Lender, in form and substance acceptable to the DIP Lender; iii. the DIP Borrower shall be in compliance with the terms of the Interim Order or the Final Order, as applicable; iv. all of the representations and warranties of the Debtor in this DIP Term Sheet or the DIP Loan Documents, as applicable, remain true and correct in all material respects, unless otherwise agreed in writing by the DIP Lender; v. all actions necessary to perfect the DIP Lender's liens and security interests shall be taken in a manner required by law and reasonably acceptable to the DIP Lender, unless otherwise agreed in writing by the DIP Lender; vi. there shall be no defaults or Events of Default under this DIP Term Sheet or the DIP Loan Documents, as applicable, or any defaults or Events of Default shall have been waived in writing by the DIP Lender or cured pursuant to the terms thereof; vii. no Material Adverse Change shall have occurred since the Petition Date; and viii. the Bankruptcy Court shall have issued a ruling adjudicating the Preference Claim in the Adversary Proceeding (as those terms are defined below) in a manner acceptable to the DIP Lender in its sole discretion.
Milestones	The Debtor will agree to comply with the following deadlines (each of which may be extended with the prior written consent of the DIP Lender without further order of the Bankruptcy Court) (collectively, the "Milestones"): i. The Debtor shall have filed an adversary proceeding (the "Adversary Proceeding") against TCT Ministries, Inc. ("TCT"), with respect to the granting of security or perfection of liens under that certain Convertible Promissory Note, dated as of September 9, 2024 made by the DIP Borrower in favor of the CrossSeed, Inc. (the "Initial Holder"), as modified by that certain Allonge to Convertible Promissory Note, dated as of March 5, 2025 made by the Initial Holder in favor of TCT and that certain Borrower's Consent to Assignment, dated as of March 5, 2025 made by the DIP Borrower (the "Preference Claim") by no later than one day after the Petition Date; ii. The Debtor shall have filed the motion seeking approval of bidding procedures (the "Bidding Procedures Motion") by no later than

	five (5) days after the Petition Date; iii. The Bankruptcy Court shall have entered the order approving the Bidding Procedures Motion by no later than thirty-five (35) days after the Petition Date; and iv. The Bankruptcy Court shall have entered the Final Order by no later than thirty-five (35) days after the Petition Date.
Representations and Warranties	Substantially similar to the Bridge Loan Agreement, subject to the DIP Orders.
Prepayments	The DIP Borrower may voluntarily, at any time, prepay, in whole or in part, without prepayment or penalty, any of the DIP Obligations and/or reduce the commitments under the DIP Facility at par plus accrued interest.
Affirmative and Negative Covenants	Substantially similar to the Bridge Loan Agreement, subject to the DIP Orders.
Events of Default	“Events of Default” under the DIP Facility shall be the occurrence and continuance of any of the following without the advance written consent of the DIP Lender: i. failure to timely meet any Milestones; ii. (a) any DIP Order or material provision thereof is reversed, vacated, stayed or otherwise ceases to be in full force and effect from and after its entry by the Bankruptcy Court or (b) failure of the Debtor to comply in any material respect with the terms of the applicable DIP Orders; iii. the failure of the Debtor to pay (a) when due, any principal (whether at maturity, by acceleration or otherwise) and/or (b) within five (5) business days after coming due, interest, fees or costs due to the DIP Lender; iv. the failure of the Debtor to (a) comply with the variance covenant, (b) have and comply with an Approved Budget, (c) comply in any material respect with any negative covenant or certain other customary affirmative covenants in the DIP Term Sheet or DIP Loan Documents or (d) comply in any material respect with any other covenant or agreement contained in this DIP Term Sheet subject, in each case, to a grace period of five (5) business days; v. other than payments authorized by the Bankruptcy Court and which are set forth in the Approved Budget (subject to permitted variances), to the extent authorized by (a) one or more “first day” or other orders reasonably satisfactory to the DIP Lender, or (b) the DIP Orders, the Debtor shall make any payment of principal or interest or otherwise on account of any prepetition indebtedness or payables; vi. the Case shall be dismissed or converted to a case under Chapter 7

	of the Bankruptcy Code; vii. (a) a Chapter 11 trustee or an examiner (other than a fee examiner) with enlarged powers relating to the operation of the business of the Debtor (powers beyond those expressly set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) shall be appointed, (b) any other superpriority claim or grant of any other lien (including any adequate protection lien) other than as provided for herein which is <i>pari passu</i> with or senior to the claims and liens of the DIP Lender shall be granted in the Case, or (c) the filing of any pleading by the Debtor seeking or otherwise consenting to or supporting any of the matters set forth in clause (a) or clause (b) of this subsection (vii); viii. the Bankruptcy Court shall enter one or more orders during the pendency of the Case granting relief from the automatic stay to the holder or holders of any lien evidencing indebtedness in excess of \$1,000,000 (other than the DIP Lender) to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on (or the exercise of other rights against) assets of the Debtor or its estate. ix. the Debtor's "exclusive period" under section 1121 of the Bankruptcy Code for the filing of a chapter 11 plan terminates; x. the confirmation of a plan of reorganization or liquidation that does not provide for payment in full in cash on the effective date of such plan, of the obligations in respect of the DIP Facility Loans or such other treatment accepted in writing by the DIP Lender, or the Debtor proposes or supports, or fails to contest in good faith, the entry of such a plan of reorganization or liquidation; xi. except with respect to the Carve-Out and any permitted liens under the DIP Loan Documents, the Debtor (A) engages in or supports any challenge to the validity, perfection, priority, extent or enforceability of the DIP Facility or the liens on or security interest in the DIP Collateral, including without limitation seeking to equitably subordinate or avoid any of the liens securing such indebtedness or (B) engages in or supports any investigation or asserts any claims or causes of action (or directly or indirectly supports assertion of the same) against the DIP Lender; xii. the entry of an order by the Bankruptcy Court in favor of any statutory committee appointed in the Case by the U.S. Trustee (each, a "Committee"), any ad hoc committee, or any other party in interest, (i) granting such party standing to pursue any claims against the DIP Lender, (ii) sustaining an objection to claims of the DIP Lender, or (iii) avoiding any liens held by the DIP Lender (provided, that the foregoing shall not be deemed to prohibit the investigation by any such committee of any such claims or liens); xiii. the allowance of any claim or claims under section 506(c) of the
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	Bankruptcy Code against any of the DIP Collateral; and xiv. the inaccuracy in any material respect of any representation of the Debtor when made or deemed made.
Maturity/ Termination Date	The termination date under the DIP Facility shall be the earlier of (i) the date that is six (6) months from the closing of the DIP Facility; and (ii) the effective date of a chapter 11 plan.
Credit Bidding	The Final Order shall provide that the DIP Lender shall have the right to credit bid (pursuant to section 363(k) of the Bankruptcy Code and applicable law) the DIP Facility Loans, in whole or in part, in connection with any sale or disposition of assets by the Debtor in the Case and shall not be prohibited from making such credit bid (i) “for cause” under section 363(k) of the Bankruptcy Code, or (ii) for any other reason.
Section 506(c) Waiver	Unless otherwise agreed to by the DIP Lender in writing, the Final Order shall include a ruling that, except to the extent of the Carve-Out, no expenses of administration of the Case 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 any DIP Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Lender, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Lender; and the Debtor shall irrevocably waive and shall be prohibited from asserting any claim described in this paragraph, under section 506(c) of the Bankruptcy Code or otherwise, for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the DIP Lender upon the DIP Collateral.
No Marshaling	Unless otherwise agreed to by the DIP Lender in writing, the Final Order shall provide that the DIP Lender may exercise all remedies available under this DIP Term Sheet and the DIP Loan Documents without any requirement first to look to exercise any of its or their rights against any particular collateral or party or to exhaust any remedies available to it or them against any particular collateral or party or to resort to any other source or means of obtaining payment of any of such obligations or to elect any other remedy. Subject to entry of the Final Order, in no event shall the DIP Lender be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to the DIP Collateral.
Section 552(b)	Unless otherwise agreed to by the DIP Lender in writing, the Final Order shall provide that the DIP Lender shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, the “equities of the case” exception under sections 552(b)(i) and (ii) of the Bankruptcy Code shall not apply to the DIP Lender with respect to the proceeds, products, rents, issues or profits of any of its collateral, and no expenses of administration of the Case or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, may be charged against proceeds, product, offspring or profits from any of the collateral under section 552(b) of the Bankruptcy Code.

	Furthermore, subject to entry of the Final Order, the Debtor and its estate shall be deemed to have irrevocably waived and have agreed not to assert any claim or right under sections 552 or 726 of the Bankruptcy Code to avoid the imposition of the liens of the DIP Lender on any property acquired by any of the Debtor or its estate or to seek to surcharge any costs or expenses incurred in connection with the preservation, protection or enhancement of, or realization by, the DIP Lender upon the DIP Collateral or the Bridge Loan Collateral, as applicable.
Acknowledgement/Stipulations	The Debtor shall stipulate to and acknowledge the amount, validity, enforceability, and non-avoidability of all pre-petition amounts owed to the DIP Lender, and the validity, perfection, priority enforceability, and non-avoidability of all liens securing the Bridge Loans (“ Bridge Loan Liens ”). Subject to entry of the Final Order, the Debtor shall provide a full release to the DIP Lender, which would not bind the Committee or other party in interest until the expiration of the period described in the paragraph below titled “Challenge Period.”
Challenge Period	The deadline to file a challenge to the amount, validity, perfection priority, enforceability and non-avoidability of (a) pre-petition amounts owed to the DIP Lender (the “ Prepetition Debt ”) or (b) the Bridge Loan Liens (i) in the case of any Committee, is within 60 days from the Committee’s formation, which deadline shall be subject to extension by (x) agreement of the Committee, the Debtor and the DIP Lender, or (y) by order of the Court, or (ii) in the case of any other party in interest, is within 75 days from entry of the Interim Order, by which the Committee, or any creditor or other party-in-interest (in any case, which has obtained the requisite standing) must commence an adversary proceeding, if at all, against the DIP Lender for the purpose of challenging the validity, extent, priority, perfection or enforceability of the prepetition debt owed to the DIP Lender (including the Bridge Loans) or any related liens and security interests in favor of the DIP Lender, or otherwise asserting any claims or causes of action against the DIP Lender on behalf of the Debtor’s estate; <u>provided, however</u> , that nothing contained in this DIP Term Sheet or the DIP Orders shall be deemed to confer standing on any Committee or any other party in interest to commence such an adversary proceeding. If such an adversary proceeding is not commenced within such period, then the DIP Lender shall automatically receive full waivers and releases provided in the DIP Orders, and the Prepetition Debt (and the Bridge Loan Liens) shall be valid, perfected, enforceable and unavoidable without any further action by the DIP Lender.
No Priming or Pari Passu Liens	No order shall be entered authorizing or approving any liens or encumbrances on the DIP Collateral or the Bridge Loan Collateral, as applicable, senior to or <i>pari passu</i> with the liens of the DIP Lender.
Restrictions on Use of DIP Facility Loans and Cash Collateral	None of the Carve-Out, any Cash Collateral, the DIP Facility Loans, the DIP Collateral, or the Bridge Loan Collateral may be used to challenge the amount, validity, perfection, priority or enforceability of, or assert any defense, counterclaim or offset to, the DIP Facility, this DIP Term Sheet, the DIP Loan Documents, the Prepetition Debt or the related prepetition loan documents, or the security interests and liens securing any of the DIP

	Facility Debt or the Bridge Loan Liens, or to fund prosecution or assertion of any claims, or to otherwise litigate against the DIP Lender, <u>provided</u> that up to \$25,000 shall be made available to the Committee for investigation costs in respect of the stipulations contemplated below or otherwise set forth in the DIP Orders.
Payment of Expenses	The reasonable and documented fees and out-of-pocket expenses incurred or accrued by the DIP Lender (the foregoing to include all unpaid reasonable and documented prepetition fees, out-of-pocket costs and expenses incurred by the DIP Lender in connection with the DIP Facility) in connection with any and all aspects of the Debtor's Case shall be timely paid upon receipt of an invoice or other request for payment in accordance with the DIP Orders. Professionals for the DIP Lender shall not be required to comply with the U.S. Trustee fee guidelines, however, any time that such professionals seek payment of fees and expenses from the Debtor prior to confirmation of a chapter 11 plan, each professional shall provide summary copies of its invoices including aggregate amounts of fees and expenses and total amount of time on a per-professional basis (which shall not be required to contain time detail 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 or any other evidentiary privilege or protection recognized under applicable law) to the Debtor and counsel to any Committee, and the U.S. Trustee (together, the "Review Parties"). Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional within ten (10) calendar days after the receipt by the Review Parties.
Indemnification	The Debtor shall agree to indemnify and hold harmless the DIP Lender (solely in its capacity as DIP Lender) and each of its respective affiliates and each of their respective officers, directors, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all claims, damages, losses, liabilities and expenses (but limited in the case of fees and expenses of counsel, to the reasonable and documented fees and out-of-pocket expenses of one firm of counsel to the Indemnified Parties taken as a whole), that may be incurred by or asserted or awarded against any Indemnified Party (including, without limitation, in connection with any investigation, litigation or proceeding or the preparation of a defense in connection therewith), arising out of or in connection with or by reason of the DIP Facility, the making of the Loans and the granting of the liens and claims contemplated hereby, except to the extent arising from an Indemnified Party's gross negligence or willful misconduct or material breach of its obligations under the Bridge Loan Agreement or the DIP Facility. In the case of an investigation, litigation or other proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by the Debtor, its respective directors, security holders or creditors,

	an Indemnified Party or any other person or an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated.
Governing Law	The laws of the State of Texas (excluding the laws applicable to conflicts or choice of law), except as governed by the Bankruptcy Code.
Fiduciary Obligations	Notwithstanding anything to the contrary in this DIP Term Sheet or the DIP Orders, or any other document, order, or instrument, nothing in the DIP Term Sheet or the DIP Orders shall require the Debtor, the Debtor's board of directors (or any committee thereof), or any similar governing body of the Debtor, after consulting with counsel, to take any action or to refrain from taking any action with respect to any alternative financing transaction to the extent taking or failing to take such action would be a violation of applicable law or its fiduciary obligations under applicable law.

Agreed and Accepted on July 1, 2025 by:

MERIT STREET MEDIA, INC., a Texas corporation

By: /s/ Gary Broadbent

Name: Gary Broadbent

Title: Chief Restructuring Officer

PETESKI PRODUCTIONS, INC., a Texas corporation

By: /s/ Phil McGraw

Name: Phillip C. McGraw

Title: President

Exhibit 2

Approved Budget

Merit Street Media, Inc.
D/P Budget
USD in thousands

	7/3/2025	7/4/2025	7/11/2025	7/18/2025	7/25/2025	8/1/2025	8/8/2025	8/15/2025	8/22/2025	8/29/2025	9/5/2025	9/12/2025	9/19/2025	9/26/2025	10/3/2025	10/10/2025	10/17/2025	10/24/2025	Post-Petition 17-week Total
Week Ending																			
Cash Receipts																			
Gross Collections	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bridge Financing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Receipts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Methodology Disbursements																			
Labor Costs	\$ -	\$ -	\$ 759	\$ -	\$ 137	\$ -	\$ 92	\$ -	\$ 92	\$ -	\$ 92	\$ -	\$ 92	\$ -	\$ 119	\$ -	\$ -	\$ -	\$ 1,384
Programming & Production	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Expenses	-	-	-	18	18	68	18	18	18	18	68	18	18	18	8	-	-	-	324
Total Methodology Disbursements	\$ -	\$ -	\$ 777	\$ 18	\$ 154	\$ 68	\$ 110	\$ 18	\$ 110	\$ 18	\$ 161	\$ 18	\$ 111	\$ 18	\$ 126	\$ -	\$ -	\$ -	\$ 1,708
Operating Cash Flow	\$ -	\$ -	\$ (777)	\$ (18)	\$ (154)	\$ (68)	\$ (110)	\$ (18)	\$ (110)	\$ (18)	\$ (161)	\$ (18)	\$ (111)	\$ (18)	\$ (126)	\$ -	\$ -	\$ -	\$ (1,708)
Cumulative Operating Cash Flow	\$ -	\$ -	\$ (777)	\$ (795)	\$ (949)	\$ (1,017)	\$ (1,127)	\$ (1,145)	\$ (1,255)	\$ (1,273)	\$ (1,434)	\$ (1,452)	\$ (1,563)	\$ (1,582)	\$ (1,708)	\$ (1,708)	\$ (1,708)	\$ (1,708)	\$ (1,708)
Restructuring Costs																			
Debtor Professional Fees	\$ -	\$ -	\$ 900	\$ 350	\$ 650	\$ 500	\$ 350	\$ 350	\$ 350	\$ 650	\$ 410	\$ 285	\$ 285	\$ 585	\$ 685	\$ 583	\$ 583	\$ 921	\$ 8,438
Other Professional Fees	-	-	-	-	638	-	-	-	-	550	-	-	-	550	-	-	-	638	2,375
UST Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	72
Wind Down Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	850
Total Restructuring Costs	\$ -	\$ -	\$ 900	\$ 350	\$ 1,288	\$ 500	\$ 350	\$ 350	\$ 350	\$ 1,200	\$ 410	\$ 285	\$ 285	\$ 1,135	\$ 685	\$ 583	\$ 583	\$ 2,480	\$ 11,734
Total Disbursements (net)	\$ -	\$ -	\$ 1,677	\$ 368	\$ 1,442	\$ 568	\$ 460	\$ 368	\$ 460	\$ 1,218	\$ 571	\$ 303	\$ 396	\$ 1,153	\$ 811	\$ 583	\$ 583	\$ 2,480	\$ 13,442