



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

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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 May 27, 2026


United States Bankruptcy Judge

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

In re:

WISER SOLUTIONS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 26-80002-swe11
)
) (Jointly Administered)
)

SECOND INTERIM ORDER

**(I) AUTHORIZING THE DEBTORS (A) TO OBTAIN
POSTPETITION FINANCING, AND (B) USE OF CASH COLLATERAL,
(II) GRANTING LIENS AND PROVIDING CLAIMS WITH SUPERPRIORITY
ADMINISTRATIVE EXPENSE STATUS, (III) MODIFYING THE AUTOMATIC STAY,
(IV) SCHEDULING A FINAL HEARING, AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”), of Wiser Solutions, Inc. and each of its affiliated debtors (the “Debtors”) in the above-captioned chapter 11 cases (collectively, the “Chapter 11 Cases”), as debtors in possession (collectively, the “Debtors”) pursuant to sections 105, 361, 362, 363(b), 364(c), 364(d), 364(e), 503, 506(c) and 507 of title 11 of the United States Code (the

¹ The last four digits of Wiser Solutions, Inc.’s federal tax identification number are 5664. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/wiser>. The location of Debtor Wiser Solutions, Inc.’s corporate headquarters and the Debtors’ service address in these chapter 11 cases is 1875 Mission Street, Suite 103, San Francisco, CA 94103.

“Bankruptcy Code”), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Section D of the Procedures for Complex Cases in the Northern District of Texas (the “Complex Case Procedures”); and this Court having previously entered the *Interim Order (I) Authorizing the Debtors (A) to Obtain Postpetition Financing, and (B) Use of Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* on April 28, 2026 [Docket No. 49] (the “First Interim Order”); and the Debtors, the DIP Agent, the DIP Lenders, and the Official Committee of Unsecured Creditors (the “Committee”) having agreed to the relief set forth in this second interim order (this “Second Interim Order,” and together with the First Interim Order, the “Interim Orders”) on the terms and conditions set forth herein;

IT IS HEREBY ORDERED THAT:

1. This Second Interim Order is entered solely to the extent set forth herein.
2. The Debtors are hereby authorized to enter into and perform their obligations under Amendment No. 1 to the Senior Secured Superpriority Debtor-in Possession Credit, Guaranty and Security Agreement (the “DIP Amendment”), in the form attached as **Exhibit A**. The DIP Amendment shall be a DIP Credit Document for all purposes.
3. Each capitalized term used but not defined herein shall have the meaning ascribed to it in the First Interim Order or the DIP Credit Documents (all references in this Second Interim Order to the DIP Credit Documents and DIP Credit Agreement are as such documents are amended by the DIP Amendment), as applicable.
4. Subject to the terms and conditions set forth in the DIP Credit Documents, the First Interim Order, and this Second Interim Order, the Debtors are authorized to borrow, incur,

and guarantee (as applicable) DIP Loans pursuant to the terms and conditions of the DIP Credit Documents, this Second Interim Order, and the First Interim Order, in each case up to an aggregate principal amount equal to \$14.8 million on an interim basis, consisting of: (i) \$7.6 million of New Money Loans and Roll-Up Loans under the First Interim Order, (ii) \$2.4 million of New Money Loans under this Second Interim Order (the “Second Interim New Money Loans”), and (iii) \$4.8 million of Roll-Up Loans under this Second Interim Order (“Second Interim Roll-Up”), together with applicable interest, expenses, fees, and other charges payable in connection with the DIP Facility.

5. Except as expressly provided in this Second Interim Order and the DIP Amendment, all of the terms and provisions of the First Interim Order and DIP Credit Documents are and will remain in full force and effect and shall apply to any Second Interim New Money Loans and Second Interim Roll-Up advanced or effectuated pursuant to this Second Interim Order and the DIP Amendment.

6. For the avoidance of doubt, the aggregate principal amount of DIP Loans authorized hereunder and under the First Interim Order shall not exceed, and does not increase, the aggregate principal amount of the DIP Facility and the DIP Commitments under the DIP Credit Agreement.

7. The budget attached hereto as Exhibit B is an Approved Budget (as defined in the First Interim Order and the DIP Credit Agreement). The Debtors are authorized to use the proceeds of the DIP Facility and Cash Collateral in a manner consistent with the Approved Budget (subject to the Permitted Variance).

1. The hearing to consider entry of the Final Order (the “Final Hearing”) is continued to **Thursday, June 4, 2026, at 2:30 p.m. (prevailing Central Time)**, before the

Honorable Scott W. Everett, United States Bankruptcy Judge for the Northern District of Texas, in Courtroom #3 on the 14th Floor at 1100 Commerce Street, Dallas, TX 75242 or via WebEx (by video or telephone via the Court's WebEx platform):

- **For WebEx Video Participation/Attendance:**
 - Link: <https://us-courts.webex.com/meet/everett>
- **For WebEx Telephonic Only Participation/Attendance:**
 - Dial-In: 1-650-479-3207; Access code: 2304 017 9738
- A copy of Judge Everett's WebEx Hearing Instructions can be found at the following link: [WebEx Hearing Instructions](#).

8. The Committee's deadline to object to entry of the Final Order is hereby extended to Tuesday, June 2, 2026, at 12:00 p.m. (prevailing Central Time).

9. Any Bankruptcy Rule or Local Bankruptcy Rule that might otherwise delay the effectiveness of this Second Interim Order is hereby waived, and the terms and conditions of this Second Interim Order shall be effective and enforceable immediately upon its entry.

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of the Interim Orders.

11. The Debtors shall promptly serve copies of this Second Interim Order (which shall constitute adequate notice of the Final Hearing and the objection deadline) on: (i) the United States Trustee's Office for Region 6; (ii) Fox Rothschild, as counsel to the Committee; (iii) the Debtors' collective twenty largest unsecured creditors on a consolidated basis; (iv) Crestline Direct Finance, L.P., as DIP Agent; (v) Jones Day, as counsel to the DIP Agent; (vi) the Internal Revenue Service; and (vii) any other party that has requested notice pursuant to Bankruptcy Rule 2002 as of the time of service.

END OF ORDER

Order submitted by:

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Proposed Counsel for the Debtors and Debtors-in-Possession

Exhibit A

DIP Amendment

**AMENDMENT NO. 1 TO SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION
CREDIT, GUARANTY AND SECURITY AGREEMENT**

This AMENDMENT NO. 1 TO SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT, GUARANTY AND SECURITY AGREEMENT (this “Amendment”) is entered into as of May 26, 2026, among **WISER SOLUTIONS, INC.**, a Delaware corporation (the “Borrower”), **CERTAIN SUBSIDIARIES OF THE BORROWER**, as guarantors (the “Guarantors”), the Lenders (as defined below) party hereto, and **CRESTLINE DIRECT FINANCE, L.P.**, as the administrative agent (in such capacity, “Administrative Agent”).

RECITALS:

A. The Borrower, the Guarantors, the financial institutions party thereto from time to time (the “Lenders”), Administrative Agent are parties to that certain Senior Secured Superpriority Debtor-in-Possession Credit, Guaranty and Security Agreement, dated as of April 26, 2026 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Existing Credit Agreement”; the Existing Credit Agreement, as modified hereby and as further amended from time to time in accordance with the terms thereof, the “Credit Agreement”).

B. The Borrower, the Guarantors, Administrative Agent and the Lenders party hereto desire to amend the Existing Credit Agreement to modify certain provisions thereof, as more fully set forth herein.

AGREEMENT:

In consideration of the premises and mutual covenants herein and for other valuable consideration, the Borrower, the Guarantors, Administrative Agent and the Lenders party hereto (which constitute all Lenders) agree as follows:

Section 1. Definitions. Capitalized terms used in this Amendment but not defined have the meaning provided in the Credit Agreement.

Section 2. Amendments to Credit Documents. The Existing Credit Agreement is hereby amended as follows:

(a) The following new definitions are hereby added to Section 1.1 of the Existing Credit Agreement in proper alphabetical order:

“Amendment No. 1” means that certain Amendment No. 1 to Senior Secured Superpriority Debtor-in-Possession Credit, Guaranty and Security Agreement, dated as of May [26], 2026, by and among Borrower, the Guarantors party thereto, the Lenders party thereto and Administrative Agent.

“Second Interim DIP Order” means an interim order of the Bankruptcy Court allowing Borrower to borrow New Money Loans in a principal amount not in excess of the amount set forth therein and authorizing additional Roll-Up Loans in the principal amount set forth therein, which order shall be substantially in the form attached as Exhibit A to Amendment No. 1 (or otherwise in form and substance acceptable to each Lender in its sole discretion).

“Second Interim Order Entry Date” means the date on which the Second Interim DIP Order is entered by the Bankruptcy Court.

(b) The definition of “DIP Orders” contained in Section 1.1 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“DIP Orders” means the Interim DIP Order, the Second Interim DIP Order and/or the Final DIP Order, as applicable, as each may be amended, restated, amended and restated, supplemented or otherwise modified with the prior written consent of Administrative Agent.

(c) The definition of “Committee” contained in Section 1.1 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Committee” means the official committee of unsecured creditors holding unsecured claims appointed in the Cases pursuant to Section 1102(a) of the Bankruptcy Code.

(d) Clause (a) of Section 2.1 of the Existing Credit Agreement is hereby amended by inserting the following sentence at the end thereof:

“Immediately upon the entry of the Second Interim DIP Order, additional Roll-Up Loans in the principal amount \$4,800,000 (or such other amount set forth in the Second Interim DIP Order) will be deemed made to Borrower by the Lenders on a pro rata basis according to their New Money Loan Commitments, in each case, as of the Second Interim Order Entry Date.”

(e) Clause (b) of Section 2.1 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(b) Immediately upon entry of the Final DIP Order, in addition to the Roll-Up Loans approved under (i) the Interim DIP Order as the Initial Roll-Up (as defined in the Interim DIP Order) and (ii) the Second Interim DIP Order, additional Roll-Up Loans in the principal amount set forth in the Final DIP Order will be deemed made to Borrower by the Lenders on a pro rata basis according to their New Money Loan Commitments, in each case, as of the date such Final DIP Order is entered by the Bankruptcy Court.”

(f) Clause (b) of Section 2.6 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(b) Notwithstanding anything to the contrary contained in any Credit Document, none of the proceeds of the Loans and none of the Obligations, the Cash Collateral, the Collateral or the Carve-Out may be used in connection with: (i) the initiation, joinder, support, or prosecution of any action contesting the indebtedness owed to the Prepetition Agent or the validity of any Liens granted to the Prepetition Agent; (ii) preventing, hindering or otherwise delaying, whether directly or indirectly, the exercise by Administrative Agent or the Prepetition Agent of any of its rights and remedies under the Interim DIP Order, the Second Interim DIP Order, the Final DIP Order, the Prepetition Credit Agreement, or other Prepetition Credit Documents; (iii) the commencement, support, or prosecution of any action or proceeding of any claims, causes of action or defenses against Administrative Agent, the DIP Lenders, the Prepetition Agent, the Prepetition Lenders or any of their respective affiliates, officers, directors, employees, representatives, and agents (including all of their professionals), including, without limitation, any attempt to recover or avoid any claim or interest held by the Prepetition Agent or Prepetition Lenders; (iv) any request to borrow money other than pursuant to the terms of the Interim DIP Order, the Second Interim DIP Order, the Final DIP Order or the documents comprising the DIP Facility; or (v) with respect to the Debtors, any of the Debtors’ professionals, or any of their successors or assigns (including, without limitation, any trustee, responsible officer, examiner, estate administrator or representative or similar person appointed in

(b) The definition of “DIP Orders” contained in Section 1.1 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“DIP Orders” means the Interim DIP Order, the Second Interim DIP Order and/or the Final DIP Order, as applicable, as each may be amended, restated, amended and restated, supplemented or otherwise modified with the prior written consent of Administrative Agent.

(c) The definition of “Committee” contained in Section 1.1 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Committee” means the official committee of unsecured creditors holding unsecured claims appointed in the Cases pursuant to Section 1102(a) of the Bankruptcy Code.

(d) Clause (a) of Section 2.1 of the Existing Credit Agreement is hereby amended by inserting the following sentence at the end thereof:

“Immediately upon the entry of the Second Interim DIP Order, additional Roll-Up Loans in the principal amount \$4,800,000 (or such other amount set forth in the Second Interim DIP Order) will be deemed made to Borrower by the Lenders on a pro rata basis according to their New Money Loan Commitments, in each case, as of the Second Interim Order Entry Date.”

(e) Clause (b) of Section 2.1 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(b) Immediately upon entry of the Final DIP Order, in addition to the Roll-Up Loans approved under (i) the Interim DIP Order as the Initial Roll-Up (as defined in the Interim DIP Order) and (ii) the Second Interim DIP Order, additional Roll-Up Loans in the principal amount set forth in the Final DIP Order will be deemed made to Borrower by the Lenders on a pro rata basis according to their New Money Loan Commitments, in each case, as of the date such Final DIP Order is entered by the Bankruptcy Court.”

(f) Clause (b) of Section 2.6 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(b) Notwithstanding anything to the contrary contained in any Credit Document, none of the proceeds of the Loans and none of the Obligations, the Cash Collateral, the Collateral or the Carve-Out may be used in connection with: (i) the initiation, joinder, support, or prosecution of any action contesting the indebtedness owed to the Prepetition Agent or the validity of any Liens granted to the Prepetition Agent; (ii) preventing, hindering or otherwise delaying, whether directly or indirectly, the exercise by Administrative Agent or the Prepetition Agent of any of its rights and remedies under the Interim DIP Order, the Second Interim DIP Order, the Final DIP Order, the Prepetition Credit Agreement, or other Prepetition Credit Documents; (iii) the commencement, support, or prosecution of any action or proceeding of any claims, causes of action or defenses against Administrative Agent, the DIP Lenders, the Prepetition Agent, the Prepetition Lenders or any of their respective affiliates, officers, directors, employees, representatives, and agents (including all of their professionals), including, without limitation, any attempt to recover or avoid any claim or interest held by the Prepetition Agent or Prepetition Lenders; (iv) any request to borrow money other than pursuant to the terms of the Interim DIP Order, the Second Interim DIP Order, the Final DIP Order or the documents comprising the DIP Facility; or (v) with respect to the Debtors, any of the Debtors’ professionals, or any of their successors or assigns (including, without limitation, any trustee, responsible officer, examiner, estate administrator or representative or similar person appointed in

a case for any of the Debtors under any chapter of the Bankruptcy Code) performing or commencing any investigation or litigation (whether threatened or pending) by the Debtors with respect to any matter released or to be released, waived, or to be waived, or specified as not subject to challenge by the Debtors pursuant to the Interim DIP Order, the Second Interim DIP Order or Final DIP Order, other than the Investigation Budget (as defined in the DIP Orders).”

(g) Clause (v) of Section 3.2(a) of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows: “

“(v) other than the borrowing approved pursuant to the Interim DIP Order or the Second Interim DIP Order, the Bankruptcy Court shall have entered the Final DIP Order which shall be in form and substance acceptable to the Administrative Agent in its sole discretion, shall be in full force and effect and shall not have been reversed, vacated, stayed, amended, supplemented or otherwise modified without the prior consent of each Lender in its sole discretion. If the Final DIP Order is the subject of a pending appeal in any respect, none of such DIP Order, the making of the New Money Loans or the Roll-Up Loans or the performance by any Credit Party of any of its obligations under any of the Credit Documents shall be the subject of a presently effective stay pending appeal;”

(h) Clause (a) of Section 4.21 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(a) (i) The Interim DIP Order, (ii) at all times after the Second Interim Order Entry Date, the Second Interim DIP Order and, (iii) at all times after its entry by the Bankruptcy Court, the Final DIP Order, is in full force and effect, and has not been reversed, modified, amended, stayed or vacated absent the written consent of the Lenders.”

(i) Clause (b) of Section 4.21 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(b) Upon the maturity (whether by acceleration or otherwise) of any of the Obligations, Administrative Agent and the Lenders shall, subject to the provisions of the Interim DIP Order, the Second Interim DIP Order or Final DIP Order, be entitled to immediate payment of such Obligations, and to enforce the remedies provided for hereunder in accordance with the terms hereof, without further application to or order of the Bankruptcy Court.”

(j) Clause (c) of Section 4.21 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(c) If any of the Interim DIP Order, the Second Interim DIP Order or the Final DIP Order is the subject of a pending appeal in any respect, none of such DIP Order, the making of the Loans or the performance by the Credit Parties of any of their obligations under any of the Credit Documents is or shall be the subject of a presently effective stay pending appeal. The Credit Parties, Administrative Agent and the Lenders shall be entitled to rely in good faith upon the DIP Orders, notwithstanding objection thereto or appeal therefrom by any interested party. The Credit Parties, Administrative Agent and the Lenders shall be permitted to perform their respective obligations in compliance with this Agreement notwithstanding any such objection or appeal unless the relevant Order has been stayed by a court of competent jurisdiction.”

(k) Clause (v) of Section 5.1 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(v) Material Written Reports and Presentations. Promptly, and in any event within two (2) Business Days after receipt thereof by Borrower or any Subsidiary, copies of all material written reports and presentations delivered by or on behalf of any Credit Party to the Committee or any other party in interest in the Cases that have not been filed publicly on the Bankruptcy Court’s docket within such period.”

(l) Clause (b) of Section 5.12 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(b) Borrower shall deliver to Administrative Agent and the Lenders (and each of their respective advisors) as soon as reasonably practicable, but in no event less than three (3) days prior to any filing, copies of all proposed pleadings, motions, applications, orders, financial information and other documents to be filed by or on behalf of the Credit Parties with the Bankruptcy Court in the Cases or distributed by or on behalf of the Credit Parties to the Committee or any unofficial committee appearing in the Cases or any other party in interest.”

(m) Clause (c) of Section 5.12 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(c) If not otherwise provided through the Bankruptcy Court’s electronic docketing system, as soon as available, Borrower shall promptly deliver to Administrative Agent and the Lenders (and their counsel), copies of all final pleadings, motions, applications, orders, financial information and other documents distributed by or on behalf of the Credit Parties to the Committee or any unofficial committee appearing in the Cases or any other party in interest.”

(n) Clause (A) of Section 7.2(b)(ii) of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(A) Upon entry of the Interim DIP Order, the Second Interim DIP Order or Final DIP Order, as the case may be, the Liens and security interests in favor of Administrative Agent under the Collateral Documents shall be valid and perfected Liens on, and security interests in, the Collateral, prior to all other Liens on, and security interests in, the Collateral, other than the Carve-Out. Such Liens and security interests and their priority shall remain in effect until Payment in Full has occurred.”

(o) Clause (iv) of Section 7.2(b) of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(iv) No Filings or Additional Perfection Steps Required. The Liens and security interests granted by the Credit Parties in favor of the Secured Parties shall be deemed valid, binding, enforceable and perfected by and upon entry of the Interim DIP Order, the Second Interim DIP Order or the Final DIP Order, as the case may be, senior in priority to all other Liens (subject to the terms of the DIP Order and the Carve-Out). Administrative Agent shall not be required to file any financing statements, mortgages, certificates of title, notices of Lien or similar instruments in any jurisdiction or filing office, enter into any control agreements, or to take any other action in order to validate or perfect the Liens and security interest granted by or pursuant to this Agreement, the Interim DIP Order, the Second Interim DIP Order or the Final DIP Order, as the case may be, or any other Credit Document. Without in any way suggesting that the entry of the DIP Order is not sufficient for such purpose, each Credit Party irrevocably and unconditionally authorizes Administrative Agent (or its designee) to, and Administrative Agent (or its designee) shall be permitted to, file at any time and from time to time any financing statements, mortgages, certificates

of title, notices of Lien or similar instruments, or any amendments and continuations with respect to any of the foregoing, in any jurisdiction or filing office (including the United States Patent and Trademark Office or United States Copyright Office), enter into any control agreements, or to take any other action with respect to the Liens and security interest granted by or pursuant to this Agreement, which such authorization shall apply to all financing statements filed on, prior to or after the Closing Date.”

(p) Clause (xxviii) of Section 8.1(m) of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(xxviii) the entry by the Bankruptcy Court of an interim DIP order other than the Interim DIP Order or the Second Interim DIP Order, or a Final DIP Order that is not acceptable to Administrative Agent and the Lenders in their sole discretion;”

(q) Section 10.26 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“10.26 DIP Orders Govern. Each of the Credit Parties, Administrative Agent and the Lenders agrees that any reference contained herein to (a) the Interim DIP Order shall include all terms, conditions, and provisions of the Interim DIP Order and that the Interim DIP Order is incorporated herein for all purposes, (b) the Second Interim DIP Order shall include all terms, conditions, and provisions of the Second Interim DIP Order and that the Second Interim DIP Order is incorporated herein for all purposes and (c) the Final DIP Order shall include all terms, conditions, and provisions of the Final DIP Order and that the Final DIP Order is incorporated herein for all purposes. To the extent there is any inconsistency between the terms of this Agreement or any other Credit Document and the terms of the DIP Orders, the terms of the DIP Orders shall govern.”

(r) Appendix B of the Existing Credit Agreement is hereby amended and restated as set forth on Appendix B hereto.

Section 3. Conditions to Effectiveness. This Amendment shall become effective as of the date of this Amendment upon satisfaction of the following conditions:

(a) Administrative Agent shall have received counterpart signature pages to this Amendment executed by each of Administrative Agent, the Credit Parties, and the Lenders; and

(b) the Bankruptcy Court shall have entered the Second Interim DIP Order, which order shall be substantially in the form attached hereto as Exhibit A (or otherwise in form and substance acceptable to each Lender in its sole discretion) and in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior consent of each Lender in its sole discretion. If the Second Interim DIP Order is the subject of a pending appeal in any respect, neither the Second Interim DIP Order nor the making of the Loans or the performance by any Credit Party of any of its obligations under any of the Credit Documents shall be the subject of a presently effective stay pending appeal.

Section 4. Miscellaneous.

4.1 Representations and Warranties. Each Credit Party, by signing below, hereby represents and warrants to Administrative Agent and the Lenders on the date hereof that:

(a) such Credit Party has the requisite power and authority to execute and deliver this Amendment;

(b) the execution, delivery and performance by such Credit Party of this Amendment have been duly authorized by all necessary corporate or other organizational action on the part of such Credit Party;

(c) this Amendment has been duly executed and delivered by such Credit Party;

(d) subject to the entry of the Second Interim DIP Order, the execution, delivery and performance by such Credit Party of this Amendment and the consummation of the transactions contemplated by this Amendment do not and will not (i) violate in any material respect any provision of any law or any governmental rule or regulation applicable to Borrower or any of its Subsidiaries, any of the Organizational Documents of Borrower or any of its Subsidiaries, or in any material respect any order, judgment or decree of any Governmental Authority binding on Borrower or any of its Subsidiaries; (ii) result in or require the creation or imposition of any Lien upon any of the properties or assets of Borrower or any of its Subsidiaries (other than any Liens created under any of the Credit Documents in favor of Administrative Agent, on behalf of Secured Parties); or (iii) require any approval of stockholders, members or partners or any approval or consent of any Person under any Contractual Obligation of Borrower or any of its Subsidiaries, except for such approvals or consents which have been obtained as of the date hereof and except for any such approvals or consents the failure of which to obtain would not have a Material Adverse Effect;

(e) subject to entry of the Second Interim DIP Order, this Amendment constitutes the legal, valid and binding agreement and obligation of such Credit Party, enforceable against such Credit Party in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(f) after giving effect to this Amendment, no Default or Event of Default exists under the Credit Agreement; and

(g) after giving effect to this Amendment, all representations and warranties of each Credit Party set forth in the Credit Documents shall be true and correct in all material respects (other than those representations and warranties that are expressly qualified by a Material Adverse Effect or other materiality, in which case such representations and warranties shall be true and correct in all respects) on and as of the date hereof to the same extent as though made on and as of the date hereof, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects (other than those representations and warranties that are expressly qualified by a Material Adverse Effect or other materiality, in which case such representations and warranties shall be true and correct in all respects) on and as of such earlier date.

4.2 Ratification. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions of the Existing Credit Agreement (including the Appendixes, Schedules and Exhibits thereto to the extent expressly amended hereby) and, except as expressly contemplated hereby, shall not be deemed to be a consent to the modification or waiver of any

other term or condition of the Existing Credit Agreement. Except as expressly modified and superseded by this Amendment, the terms and provisions of the Existing Credit Agreement are ratified and confirmed and shall continue in full force and effect.

4.3 No Novation. This Amendment represents in part a renewal of, and not in satisfaction of or a novation of, the Obligations under the Credit Agreement. Each of the Credit Parties expressly acknowledges and agrees that (a) there has not been, and this Amendment does not constitute or establish, a novation with respect to the Credit Agreement, any of the Foreign Collateral Documents (if any) or any of the other Credit Documents, or a mutual departure from the strict terms, provisions and conditions thereof, other than with respect to the amendments set forth in Section 2 above, and (b) nothing in this Amendment shall affect or limit any right of Administrative Agent or any Lender to demand payment of liabilities owing from the Credit Parties, or to demand strict performance of the terms, provisions and conditions of, the Credit Agreement, to exercise any and all rights, powers, and remedies under the Credit Agreement, or at law or in equity, or to do any and all of the foregoing, immediately at any time after the occurrence of an Event of Default under the Credit Agreement.

4.4 Credit Agreement Unaffected. Each reference to the Credit Agreement or Existing Credit Agreement in any Credit Document shall hereafter be construed as a reference to the Credit Agreement as amended hereby. Except as herein otherwise specifically provided, all provisions of the Existing Credit Agreement and the other Credit Documents shall remain in full force and effect and be unaffected hereby. This Amendment shall constitute a “Credit Document” for all purposes under and pursuant to the Credit Agreement and the other Credit Documents.

4.5 Headings. Section headings herein are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

4.6 Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof or thereof. The words “execution,” “signed,” “signature,” “delivery,” and words of like import as it relates to the execution and delivery of this Amendment shall be deemed to include an electronic symbol or process attached to a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record (each, an “Electronic Signature”), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Without limiting the generality of the foregoing, each Credit Party hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the parties hereto, electronic images of this Amendment (including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (ii) waives any argument, defense or right to contest the validity or enforceability of this Amendment based solely on the lack of paper original copies of this Amendment, including with respect to any signature pages hereto or thereto. Upon Administrative Agent’s request, any signature transmitted by facsimile or electronic transmission or Electronic Signature, in each case, by any Credit Party on this Amendment shall be followed by a “wet ink” manually executed counterpart promptly sent to Administrative Agent.

4.7 Severability. In case any provision in or obligation hereunder or any other Credit Document shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction shall not in any way be affected or impaired thereby.

4.8 Integration. This Amendment contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements and understandings with respect thereto, both written and oral. This Amendment may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten or oral agreements between the parties. By executing and delivering this Amendment, each Credit Party hereby fully and irrevocably releases and agrees not to assert in any manner any and all claims which such Credit Party may have at law or in equity in relation to all prior written and oral discussions and understandings relating to this Amendment and the subject matter hereof.

4.9 Governing Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF, AND TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

4.10 Consent to Jurisdiction; Jury Trial Waiver. Section 10.15 and Section 10.16 of the Credit Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

[Signature pages follow.]

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered as of the date first above written.

WISER SOLUTIONS, INC.
SHELVSPACE, INC.
RW3 TECHNOLOGIES, INC.
BRAND PROTECTION AGENCY, LLC
BLOSM LLC

By: _____
Name: Don Harer
Title: Chief Transformation Officer

CRESTLINE DIRECT FINANCE, L.P.,
as Administrative Agent

By: _____
Name:
Title:

[Signature Page to Amendment No. 1 to Senior Secured Superpriority Debtor-in-Possession Credit, Guaranty and Security Agreement]

**CRESTLINE MAKENA FUND, L.P. (S2)
BLUE GLACIER FUND, L.P. - CLASS D-1
CRESTLINE OPPORTUNISTIC CREDIT IA
FUND, L.P. (OF)
CRESTLINE OPPORTUNITY FUND SMA, L.P.
CRESTLINE OPPORTUNITY FUND OFFSHORE
SMA MINI-MASTER, L.P.
CRESTLINE OPPORTUNITY IV MASTER FUND
I, L.P.
AMERICAN NATIONAL INSURANCE
COMPANY
CRESTLINE SPECIALTY LENDING III, L.P.
CRESTLINE EAGLE CREEK, L.P. (OF)
CRESTLINE STEPSTONE OPPORTUNISTIC
CREDIT MASTER FUND II, L.P.
CRESTLINE LION FUND MINI-MASTER, L.P.,
each as a Lender**

By: Crestline Management, L.P., its investment
manager

By: _____
Name:
Title:

APPENDIX B TO AMENDMENT NO. 1

Notice Addresses

To the Credit Parties:

c/o Wiser Solutions, Inc.
1875 Mission Street, Suite 103
San Francisco, CA 94103
Attention: Jaclyn D'Esposito
Email: jdesposito@wiser.com

with a copy to (which shall not constitute notice):

Hogan Lovells US LLP
390 Madison Avenue
New York, NY 10017
Attention: Christopher R. Bryant
Email: chris.bryant@hoganlovells.com

with a copy to (which shall not constitute notice):

Fox Rothschild LLP
2501 N. Harwood Street, Suite 1800
Dallas, TX 75201
Attention: John D. Penn
Email: jpenn@foxrothschild.com

CRESTLINE DIRECT FINANCE, L.P.,
as Administrative Agent

201 Main Street, Suite 2100
Fort Worth, Texas 76102
Facsimile: (817) 339-7378
Email: SpecialtyLending@crestlineinc.com;
CrestlineDirectFinance@crestlineinc.com; and opportunity2@crestlineinc.com

with a copy to (which shall not constitute notice):

Alter Domus
225 W. Washington Street, 9th Floor
Chicago, Illinois 60606
Attention: Legal Department
Email: crestlineagency@alterdomus.com

with a copy to (which shall not constitute notice):

Jones Day
2727 North Harwood Street
Dallas, Texas 75201
Attention: John Mazey
Facsimile: (214) 969-5100
Email: jemazey@jonesday.com

CRESTLINE MAKENA FUND, L.P. (S2)
BLUE GLACIER FUND, L.P. - CLASS D-1
CRESTLINE OPPORTUNISTIC CREDIT IA FUND, L.P. (OF)
CRESTLINE OPPORTUNITY FUND SMA, L.P.
CRESTLINE OPPORTUNITY FUND OFFSHORE
SMA MINI-MASTER, L.P.
CRESTLINE OPPORTUNITY IV MASTER FUND I, L.P.
AMERICAN NATIONAL INSURANCE COMPANY
CRESTLINE SPECIALTY LENDING III, L.P.
CRESTLINE EAGLE CREEK, L.P. (OF)
CRESTLINE STEPSTONE OPPORTUNISTIC CREDIT MASTER FUND II, L.P.
CRESTLINE LION FUND MINI-MASTER, L.P.,
each as a Lender

c/o Crestline Management, L.P.
201 Main Street, Suite 2100
Fort Worth, Texas 76102
Facsimile: (817) 339-7378
Email: SpecialtyLending@crestlineinc.com;
CrestlineDirectFinance@crestlineinc.com; and opportunity2@crestlineinc.com

with a copy to (which shall not constitute notice):

Jones Day
2727 North Harwood Street

Dallas, Texas 75201
Attention: John Mazey
Facsimile: (214) 969-5100
Email: jemazey@jonesday.com

EXHIBIT A TO AMENDMENT NO. 1

SECOND INTERIM DIP ORDER

(See attached)

Exhibit B

Approved Budget

WISER SOLUTIONS, INC.
APPROVED DIP BUDGET

(\$ in 000s)	1	2	3	4	5	6	7	8	9	Total
Week #	5/1	5/8	5/15	5/22	5/29	6/5	6/12	6/19	6/26	
Week Ended	5/1	5/8	5/15	5/22	5/29	6/5	6/12	6/19	6/26	
Net A/R Collections	\$284	\$241	\$132	\$156	\$450	\$343	\$251	\$190	\$200	\$2,247
Stripe	4	4	4	4	4	4	4	4	4	36
Total Receipts	288	245	136	160	454	347	255	194	204	2,283
Operating Disbursements										
Payroll/Benefits	115	455	95	475	148	420	89	357	274	2,429
Data Mgmt/IT	411	105	24	72	564	67	61	145	578	2,027
Contractors	-	30	168	30	30	30	60	134	30	511
Facilities	8	-	-	-	-	9	-	-	-	17
Ord Prof/Consultants	-	10	10	10	10	10	10	10	10	80
Taxes	-	-	-	-	-	-	-	-	-	-
Other Opex	-	127	121	121	121	139	120	120	120	990
Total Operating Disbursements	535	726	418	708	872	675	340	767	1,012	6,053
Operating Cash Flow	(\$247)	(\$481)	(\$283)	(\$548)	(\$418)	(\$329)	(\$85)	(\$573)	(\$808)	(\$3,771)
Non-Operating Disbursements										
UST Fee	-	-	-	-	-	-	-	-	-	107
Independent Director	-	15	-	-	15	-	-	-	15	45
Utilities (Adequate Assurance)	-	-	86	-	-	-	-	-	-	86
Wind Down Reserve	-	-	-	-	-	-	-	-	-	150
DIP Fee & Related	1,028	-	-	-	125	-	-	-	125	1,278
Estate Professional Fees	-	441	427	313	1,272	338	353	399	1,136	4,679
Total Non-Operating Disbursements	1,028	456	513	313	1,412	338	353	399	1,533	6,345
Net Cash Flow	(\$1,275)	(\$937)	(\$796)	(\$860)	(\$1,830)	(\$667)	(\$438)	(\$972)	(\$2,342)	(\$10,116)
CASH										
Beginning Cash	155	118	151	33	130	198	188	153	118	155
Net Cash Flow	(1,275)	(937)	(796)	(860)	(1,830)	(667)	(438)	(972)	(2,342)	(10,116)
Intercompany Activity	100	(93)	(323)	(143)	(203)	58	(198)	(63)	(543)	(1,405)
Required Additional Funding	1,138	1,062	1,000	1,100	2,100	600	600	1,000	2,768	11,368
Ending Cash	\$118	\$151	\$33	\$130	\$198	\$188	\$153	\$118	\$2	\$2
NEW MONEY DIP FINANCING										
Beginning Balance	-	1,138	2,204	3,212	4,323	6,438	7,061	7,685	8,712	-
Accrued Interest	-	4	8	11	15	23	25	27	30	143
Lender Advances	1,138	1,062	1,000	1,100	2,100	600	600	1,000	2,768	11,368
Ending DIP Balance	\$1,138	\$2,204	\$3,212	\$4,323	\$6,438	\$7,061	\$7,685	\$8,712	\$11,510	\$11,510
ROLL-UP DIP										
Beginning Balance	3,400	3,412	3,424	3,436	3,448	8,260	22,889	22,969	23,049	3,400
Accrued Interest	12	12	12	12	12	29	80	80	81	330
Roll-up	-	-	-	-	4,800	14,600	-	-	-	19,400
Ending DIP Balance	\$3,412	\$3,424	\$3,436	\$3,448	\$8,260	\$22,889	\$22,969	\$23,049	\$23,130	\$23,130
DIP FINANCING TOTAL										
Beginning Balance	3,400	4,550	5,628	6,648	7,771	14,698	29,949	30,654	31,762	3,400
Accrued Interest	12	16	20	23	27	51	105	107	111	473
Lender Advances	1,138	1,062	1,000	1,100	6,900	15,200	600	1,000	2,768	30,768
Ending DIP Balance	\$4,550	\$5,628	\$6,648	\$7,771	\$14,698	\$29,949	\$30,654	\$31,762	\$34,640	\$34,640