

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
	)	
LUCKY BUCKS, LLC, <i>et al.</i> ,	)	Case No. 23-10758 (KBO)
	)	
Debtors. ¹	)	(Jointly Administered)
	)	
	)	Re: Docket No. 18
	)	
	)	

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

Upon the motion (the “Motion”)² of the OpCo Debtors, pursuant to sections 105, 361, 362, 363, 364, 503, 506, 507 and 552 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”), Rules 2002-1, 4001-2 and 9013 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), seeking entry of this interim order (this “Interim Order”) among other things:

- (i) authorizing the OpCo Debtors to obtain a \$20,500,000 senior secured superpriority priming debtor in possession multi-draw term loan facility (the “OpCo DIP Facility” and commitments thereunder, the “OpCo DIP Commitments”) pursuant to the term sheet attached hereto as **Exhibit 1** (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal identification number, include: (i) Lucky Bucks, LLC (“Lucky Bucks”) (4376); (ii) Lucky Bucks HoldCo, LLC (“HoldCo” and, together with Lucky Bucks, the “OpCo Debtors”) (0081), and (iii) Lucky Bucks Holdings LLC (“Holdings”) (3221). The Debtors’ primary mailing address is 5820 Live Oak Parkway, Suite 300, Norcross, Georgia 30071.

² Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

hereof, the “OpCo DIP Term Sheet”) by and between Lucky Bucks, as borrower, HoldCo, as guarantor, Holdings, as limited guarantor (effective only upon the entry of the Holdings DIP Order (as defined below) and funding of the OpCo Holdings DIP Tranche (as defined in the Supplemental Implementation Term Sheet annexed to the Restructuring Support Agreement³)), Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent (in such capacities, the “OpCo DIP Agent”), and the lenders party thereto from time to time (the “OpCo DIP Lenders” and, together with the OpCo DIP Agent, the “OpCo DIP Secured Parties”), pursuant to which (x) an initial amount of \$14,500,000 will be initially provided and funded through Jefferies Capital Service, LLC as fronting lender (the “Fronting Lender”) in accordance with the terms of a fronting agreement by and among the Fronting Lender and the OpCo Backstop Lenders (as defined in the OpCo DIP Term Sheet) party thereto (the “Fronting Letter”), the Master Consent (as defined in the OpCo DIP Term Sheet) and the Fronting Fee Letter (as defined in the OpCo DIP Term Sheet), in a single draw upon entry of this Interim Order and satisfaction of the conditions precedent to such draw under the OpCo DIP Term Sheet (the “Initial New Money OpCo DIP Loans”) and (y) the remaining amount of \$6,000,000 (the “Final New Money OpCo DIP Loans” and, together with the Initial New Money OpCo DIP Loans, the “New Money OpCo DIP Loans”) will be made available in a single draw upon entry of the Final Order (as defined below) and satisfaction of the conditions precedent to such draw under the OpCo DIP Term Sheet (or a credit agreement, memorializing the terms set forth in the OpCo DIP Term Sheet (the “OpCo DIP Credit Agreement”), if the Required OpCo DIP Lenders (as defined in the OpCo DIP Term Sheet) determine that entry into the OpCo DIP Credit Agreement is appropriate and necessary), to be made available to the OpCo Debtors upon entry of the Final Order and to be funded by the OpCo DIP Lenders pursuant to the terms and conditions set forth in the OpCo DIP Term Sheet, the OpCo DIP Credit Agreement, if applicable, and all agreements, documents, and instruments delivered or executed in connection therewith, in each case, reasonably satisfactory in form and substance to each of the OpCo DIP Agent, the Required OpCo Backstop Lenders, and the OpCo Debtors and containing the terms and conditions set forth in the OpCo DIP Term Sheet and such other terms as the OpCo Borrower, the OpCo DIP Agent and the Required OpCo Backstop Lenders (and to the extent such other terms adversely affect the rights or obligations of the Fronting Lender, the Fronting Lender) shall agree (collectively, the “OpCo DIP Facility Documents”) (it being understood that as of the Interim Closing Date (as defined in the OpCo DIP Term Sheet), the OpCo DIP Commitment Letter (as defined in the OpCo DIP Term Sheet) and the OpCo DIP Term Sheet are the definitive documentation for the OpCo DIP Facility and constitute the OpCo DIP Facility Documents);

³ “Restructuring Support Agreement” means the Restructuring Support Agreement dated as of June 8, 2023 (including all amendments, restatements, modifications, exhibits, and supplements thereto) by and among the Company Parties, the Consenting Lenders from time to time party thereto, the Consultants and the Sponsors (each, as defined therein).

- (ii) authorizing, (a) upon entry of this Interim Order, a roll-up of up to \$43,500,000 of the Prepetition OpCo First Lien Obligations (as defined below) held by the OpCo DIP Lenders on a three-to-one basis for each dollar of Initial New Money OpCo DIP Loans funded by each OpCo DIP Lender (the “Initial Rolled OpCo DIP Term Loans”) and (b) upon entry of the Final Order, a roll-up of up to \$18,000,000 of the Prepetition OpCo First Lien Obligations held by the OpCo DIP Lenders on a three-to-one basis for each dollar of the Final New Money OpCo DIP Loans funded by each OpCo DIP Lender (the “Final Rolled OpCo DIP Term Loans” and, together with the Initial Rolled OpCo DIP Term Loans, the “Rolled OpCo DIP Term Loans” and, collectively with the New Money OpCo DIP Loans, the “OpCo DIP Loans”), each in accordance with the OpCo DIP Term Sheet;
- (iii) granting the OpCo DIP Agent, for the benefit of itself and the OpCo DIP Lenders, allowed superpriority administrative expense claims in each of the OpCo Debtors’ chapter 11 cases (the “OpCo Chapter 11 Cases”) and any Successor Cases (as defined below), with respect to the OpCo DIP Facility and all obligations and indebtedness owing thereunder, under the OpCo DIP Facility Documents and this Interim Order (collectively, the “OpCo DIP Obligations”), subject to the priorities set forth herein;
- (iv) granting the OpCo DIP Agent, for the benefit of itself and the OpCo DIP Lenders, automatically perfected priming security interests in, and liens on, with respect to the OpCo DIP Loans, all of the OpCo DIP Collateral (as defined below), including but not limited to, Cash Collateral (as defined below) and the other Prepetition Collateral (as defined below), in each case, to secure the OpCo DIP Obligations, subject only to the Carve Out (as defined below), the Prepetition OpCo Permitted Liens (as defined below) and the terms and priorities set forth herein;
- (v) authorizing the OpCo Debtors, subject to and pursuant to the terms and conditions set forth in this Interim Order and the OpCo DIP Facility Documents, to continue to (a) use Cash Collateral, subject to the limitations set forth herein and the OpCo DIP Facility Documents, and (b) provide adequate protection on account of any Diminution in Value (as defined below) of the Prepetition Collateral, including Cash Collateral, as a consequence of the OpCo Debtors’ use, sale, or lease of the Prepetition Collateral, including any Cash Collateral, the Prepetition OpCo Secured Parties’ (as defined below) agreement to the Carve Out, the imposition of the automatic stay, the OpCo Debtors’ incurrence of debt under the OpCo DIP Facility Documents and the priming of the Prepetition OpCo Secured Parties’ liens by the OpCo DIP Facility, and any other basis consistent with section 361 of the Bankruptcy to the Prepetition OpCo Secured Parties;
- (vi) authorizing the OpCo Debtors to pay the fees and expenses of the Fronting Lender as set forth in the Fronting Fee Letter;
- (vii) authorizing the OpCo Debtors to pay, on the terms set forth herein and in the OpCo DIP Facility Documents, on a final and irrevocable basis, the principal, interest, reasonable and documented fees, expenses, and other amounts payable under the

OpCo DIP Term Sheet as such become earned, due and payable, including, without limitation, the OpCo DIP Commitment Premium, the OpCo Exit Premium, the OpCo Redemption Premium, and the OpCo Agency Fee (each as defined below), audit fees, appraisal fees, valuation fees, administrative and collateral agents' fees, and reasonable fees and disbursements of the OpCo DIP Agent's and OpCo DIP Lenders' attorneys, advisors, accountants, appraisers, bankers, and other consultants, whether incurred prepetition or postpetition, all to the extent (and subject to the limitations) provided in, and in accordance with, this Interim Order and the OpCo DIP Facility Documents;

- (viii) subject to certain challenge rights of certain parties in interest (subject to the limitations specified herein), approving certain stipulations by the OpCo Debtors with respect to (a) the Prepetition OpCo First Lien Credit Documents (as defined below), and (b) the claims, liens and security interests arising thereunder and therefrom;
- (ix) upon entry of the Final Order, waiving the OpCo Debtors' right to assert with respect to the OpCo DIP Collateral, the Prepetition Collateral, the Cash Collateral or Adequate Protection Collateral (as defined below) (i) any "equities of the case" exception pursuant to section 552(b) of the Bankruptcy Code, (ii) the OpCo Debtors' and their estates' right to surcharge pursuant to section 506(c) of the Bankruptcy Code, and (iii) the equitable doctrine of "marshaling" or any similar doctrine;
- (x) authorizing the OpCo DIP Secured Parties to exercise certain remedies under this Interim Order and the OpCo DIP Term Sheet upon the occurrence and during the continuation of a DIP Termination Event (as defined below);
- (xi) modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms of this Interim Order;
- (xii) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Interim Order; and
- (xiii) scheduling a final hearing (the "Final Hearing") to consider the relief requested in the Motion and approving the form of notice with respect to the Final Hearing.

This Court having considered the relief requested in the Motion, the OpCo DIP Declaration [Docket No. 19], the First Day Declaration [Docket No. 15], and the evidence submitted and arguments of counsel made at the initial hearing on the Motion on June 12, 2023 (the "Interim Hearing"); and notice of the Motion and the Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b) and (d), and 9014 and all applicable Local Rules, and it appearing

that no other or further notice is necessary; and the Interim Hearing to consider the relief requested in the Motion having been held and concluded; and all objections and reservations of rights, if any, to the relief requested in the Motion having been withdrawn, resolved, or overruled on the merits by this Court; and it appearing that approval of the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the OpCo Debtors and their estates pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the OpCo Debtors, their estates, and all parties in interest, and is essential for the continued operation of the OpCo Debtors' businesses and the preservation of the value of the OpCo Debtors' assets; and it appearing that the OpCo Debtors' performance with respect to the OpCo DIP Term Sheet and entry into the other OpCo DIP Facility Documents (if applicable) is a sound and prudent exercise of the OpCo Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor:

BASED UPON THE FOREGOING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:⁴

A. Petition Date. On June 8, 2023 and continuing on June 9, 2023 (the "Petition Date"), each of the OpCo Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (this "Court").

B. Debtors in Possession. The OpCo Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and

⁴ The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such.

1108 of the Bankruptcy Code. As of the date hereof, no trustee, examiner or official committee of unsecured creditors has been appointed in any of the chapter 11 cases (the “Chapter 11 Cases”).

C. Jurisdiction and Venue. This Court has jurisdiction over the OpCo Chapter 11 Cases, the Motion and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This Court’s consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). This Court may enter a final order consistent with Article III of the United States Constitution. Venue for the OpCo Chapter 11 Cases and the proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Notice. Upon the record presented to the Court at the Interim Hearing, and under the exigent circumstances set forth therein, proper, timely, adequate and sufficient notice of the Motion and the relief requested thereby and in this Interim Order has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules, and no further notice of, or hearing regarding, the entry of this Interim Order and the relief set forth herein is necessary or required.

E. OpCo Debtors’ Stipulations. Subject to the limitations thereon contained in Paragraphs 18 and 19 of this Interim Order, the OpCo Debtors, on their own behalf and on behalf of their estates, represent, admit, stipulate, acknowledge and agree as follows:

(i) Prepetition OpCo Credit Facility. Pursuant to that certain Credit Agreement, dated as of July 30, 2021, by and among Lucky Bucks, as borrower, HoldCo as guarantor, the lenders party thereto from time to time (the “Prepetition OpCo First Lien Lenders”), Wilmington Savings Fund Society, FSB, as successor administrative agent and collateral agent (in

such capacities, the “Prepetition OpCo First Lien Agent” and, together with the Prepetition OpCo First Lien Lenders, the “Prepetition OpCo Secured Parties”), as amended by (i) that certain Incremental Facility Amendment No. 1, dated as of October 12, 2021, (ii) that certain Incremental Facility Amendment No. 2, dated as of October 27, 2021, (iii) that certain Amendment No. 3, dated as of March 31, 2023, (iv) that certain Amendment No. 4, dated as of April 6, 2023, (v) that certain Amendment No. 5, dated as of April 29, 2023, (vi) that certain Amendment No. 6, dated as of May 5, 2023, (vii) that certain Amendment No. 7, dated as of May 15, 2023, (viii) that certain Amendment No. 8, dated as of May 17, 2023, (ix) that certain Amendment No. 9, dated as of May 22, 2023, (x) that certain Amendment No. 10, dated as of May 24, 2023, (xi) that certain Amendment No. 11, dated as of May 30, 2023, and (xii) that certain Amendment No. 12, dated as of June 6, 2023 (the “Prepetition OpCo First Lien Credit Agreement” and, together with all related security agreements, collateral agreements, pledge agreements, control agreements and guarantees, the “Prepetition OpCo First Lien Credit Documents”), the Prepetition OpCo First Lien Lenders provided to Lucky Bucks (i) secured term loans in an initial aggregate principal amount of \$500,000,000 (the “TL Facility”) and (ii) commitments for revolving loans in an initial aggregate principal amount of \$35,000,000 (the “RC Facility” and, together with the TL Facility, the “Prepetition OpCo Credit Facility”). The RC Facility and the TL Facility were upsized to \$55 million and \$555 million, respectively, in October 2021.

(ii) HoldCo Guarantee. Lucky Bucks’ obligations under the Prepetition OpCo Credit Facility are guaranteed by HoldCo pursuant to that certain Guaranty, dated as of July 30, 2021 (the “HoldCo Guarantee”).

(iii) Prepetition OpCo First Lien Obligations. As of the Petition Date, pursuant to the Prepetition OpCo First Lien Credit Documents, the OpCo Debtors were jointly and severally

indebted and liable, without defense, counterclaim, or offset of any kind, to the Prepetition OpCo Secured Parties, in the aggregate amount of not less than \$553.6 million on account of term loans and the aggregate amount of not less than \$56.3 million on account of revolving loans and accrued interest, *plus* all other fees, costs, expenses, indemnification obligations, reimbursement obligations, charges, premiums, additional interest, any other Obligations (as defined in the Prepetition OpCo First Lien Credit Agreement), and all other obligations of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing or chargeable under the Prepetition OpCo First Lien Credit Documents (collectively, the “Prepetition OpCo First Lien Obligations”). The Prepetition OpCo First Lien Obligations constitute legal, valid, binding and non-avoidable obligations against the OpCo Debtors and are not subject to avoidance, recharacterization, counterclaim, defense, offset, recoupment, subordination, other claim, cause of action, or other challenge of any kind under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise. No payments or transfers made to or for the benefit of (or obligations incurred to or for the benefit of) the Prepetition OpCo Secured Parties by or on behalf of any of the OpCo Debtors prior to the Petition Date under or in connection with the Prepetition OpCo Credit Facility are subject to avoidance, recharacterization, counterclaim, defense, offset, subordination, other claim, cause of action or other challenge of any kind or nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise.

(iv) Prepetition OpCo First Liens. As of the Petition Date, the Prepetition OpCo First Lien Obligations were secured by valid, binding, non-avoidable, properly perfected and enforceable liens on and security interests (the “Prepetition OpCo First Liens”) in the Collateral (as defined in the Prepetition OpCo First Lien Credit Agreement, the “Prepetition Collateral”). The Prepetition OpCo First Liens (a) were granted to, or for the benefit of, the Prepetition OpCo

Secured Parties for fair consideration and reasonably equivalent value; and (b) are senior in priority to any and all other liens on the Prepetition Collateral, except for the senior liens permitted by the Prepetition OpCo First Lien Credit Agreement and solely to the extent such senior liens were valid, binding and senior to the Prepetition OpCo First Liens as of the Petition Date or were in existence immediately prior to the Petition Date and were perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code) (the “Prepetition OpCo Permitted Liens”).

(v) No Defenses. No offsets, recoupments, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition OpCo First Lien Obligations or Prepetition OpCo First Liens exist and no portion of the Prepetition OpCo First Liens or Prepetition OpCo First Lien Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law. The OpCo Debtors and their estates have no claims, objections, challenges, causes of action, or choses in action, including claims and causes of action under sections 502(d), 544, 545, 547, 548, and 550 of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code whether pursuant to federal law or applicable state law or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition OpCo Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon or related to the Prepetition OpCo Credit Facility; and the OpCo Debtors waive, discharge, and release any right to challenge any of the Prepetition OpCo First Lien Obligations or Prepetition OpCo First Liens.

(vi) Cash Collateral. All of the cash of the OpCo Debtors, including cash on deposit or in any account by the OpCo Debtors as of the Petition Date, as well as all cash generated

by the collection of the OpCo Debtors' accounts receivable, and any proceeds of other dispositions of any Prepetition Collateral, constitute Prepetition Collateral and, more specifically, "Cash Collateral" of the Prepetition OpCo Secured Parties within the meaning of section 363(a) of the Bankruptcy Code.

(vii) Bank Accounts. The OpCo Debtors acknowledge and agree that, as of the Petition Date, none of the OpCo Debtors opened or maintains any bank accounts other than the accounts identified in the *Motion for Entry of Interim and Final Orders (I) Authorizing them to (A) Maintain their Existing Cash Management System, Bank Accounts and Checks and (B) Engage in Intercompany Transactions Among the OpCo Debtors, (II) Granting Administrative Expense Status to Postpetition Intercompany Claims Among the OpCo Debtors, (III) Extending Time to Comply With Section 345(b) of the Bankruptcy Code and Certain of the U.S. Trustee's Operating Guidelines and (IV) Granting Related Relief* [Docket No. 14] (the "Cash Management Motion").

(viii) Entitlement to Adequate Protection. The Prepetition OpCo Secured Parties are entitled, pursuant to sections 361, 362(c)(2), 363(e), 364(d)(1) and 507 of the Bankruptcy Code, to adequate protection of their respective interests in the Prepetition Collateral, including Cash Collateral, to the extent of any Diminution in Value of their interest in the Prepetition Collateral occurring from and after the Petition Date, resulting from the sale, lease or use of the Prepetition Collateral (including Cash Collateral), the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code, the Carve Out, and any other reason for which adequate protection may be granted under the Bankruptcy Code (such diminution, a "Diminution in Value").

(ix) No Control. None of the OpCo DIP Secured Parties or Prepetition OpCo Secured Parties controls the OpCo Debtors or their properties or operations, has authority to determine the manner in which any OpCo Debtors' operations are conducted or is a control person

or insider of the OpCo Debtors by virtue of any of the actions taken with respect to, in connection with, related to or arising from this Interim Order, the OpCo DIP Facility, the Prepetition OpCo Credit Facility or the Restructuring Support Agreement.

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

(i) Good and sufficient cause has been shown for the entry of this Interim Order and for authorizing the OpCo Debtors to obtain financing pursuant to the OpCo DIP Facility Documents, to use the Cash Collateral and to authorize the provision of adequate protection for the Prepetition OpCo Secured Parties. The terms of the OpCo DIP Facility and the use of Cash Collateral set forth herein are fair and reasonable, reflect the OpCo Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

(ii) As set forth in the DIP Declaration and the First Day Declaration, the OpCo Debtors have an ongoing and immediate need to continue the use of Cash Collateral and to obtain credit pursuant to the OpCo DIP Facility, in order to, among other things: (a) provide working capital and funding for general corporate purposes; (b) pay the costs of administration of the OpCo Chapter 11 Cases and claims or amounts approved by the Court; (c) pay costs and expenses related to the OpCo DIP Facility; (d) make adequate protection payments; (e) fund a limited portion of the debtor in possession term loan facility of Holdings (the "Holdings DIP Facility"), upon the entry of a Bankruptcy Court order approving Holdings' entry into the Holdings DIP Facility, and on the terms and conditions set forth in the Holdings DIP Term Sheet (as defined in the Restructuring Support Agreement) and any order approving the Holdings DIP Facility, which shall be in the form and substance acceptable to the Required OpCo DIP Lenders (the "Holdings DIP Order"); and (f) any other purposes specifically set forth in the Approved OpCo DIP Budget (as

defined below). The OpCo Debtors will not have sufficient sources of working capital to operate their businesses or maintain their properties in the ordinary course of business during the OpCo Chapter 11 Cases without the use of Cash Collateral and the extension of the OpCo DIP Facility. Absent granting the relief set forth in this Interim Order, the OpCo Debtors' estates and their businesses will be irreparably harmed.

(iii) As set forth in the DIP Declaration and the First Day Declaration, the OpCo Debtors are unable to obtain financing and other financial accommodations on more favorable terms under the circumstances from sources other than from the OpCo DIP Lenders under the OpCo DIP Facility Documents and are unable to obtain satisfactory unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code. The OpCo Debtors are also unable to obtain secured credit with liens equal or junior to existing liens allowable under sections 364(c)(2) or 364(c)(3) of the Bankruptcy Code and, therefore, must grant priming liens under section 364(d)(1) of the Bankruptcy Code and the DIP Superpriority Claims (as defined below) on the terms and conditions set forth in this Interim Order and the OpCo DIP Facility Documents. The roll-up of the Rolled OpCo DIP Term Loans, as provided for under the OpCo DIP Facility and this Interim Order, is appropriate because the OpCo DIP Lenders would not be willing to provide the OpCo DIP Facility or extend credit to the OpCo Debtors thereunder without the inclusion of the Rolled OpCo DIP Term Loans within the OpCo DIP Facility.

(iv) Based on the Motion, the First Day Declaration, the DIP Declaration, and the record presented to the Court at the Interim Hearing, the terms of the OpCo DIP Facility and the terms of the adequate protection granted to the Prepetition OpCo Secured Parties, as provided in this Interim Order, are fair and reasonable, reflect the OpCo Debtors' exercise of prudent

business judgment consistent with their fiduciary duties, and provide the OpCo Debtors reasonably equivalent value and fair consideration.

(v) The Prepetition OpCo Secured Parties have consented to (or, as applicable, are deemed to have consented to) the OpCo Debtors' entry into the OpCo DIP Facility, including the granting of priming liens and claims in connection therewith, and the use of Cash Collateral, on the terms and conditions set forth in this Interim Order. The Prepetition OpCo Secured Parties shall have no liability for consenting to (or not opposing) the OpCo Debtors' entry into the OpCo DIP Facility and the use of Cash Collateral and other Prepetition Collateral pursuant to the terms of this Interim Order.

(vi) The Prepetition OpCo Secured Parties have acted in good faith, and without negligence or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to the Prepetition Collateral and the use of Cash Collateral and shall be entitled to all the rights, remedies, privileges and benefits afforded by section 363(m) of the Bankruptcy Code.

(vii) The OpCo DIP Facility and the OpCo Debtors' use of Prepetition Collateral (including Cash Collateral) have been negotiated in good faith and at arm's length among the OpCo Debtors, the OpCo DIP Secured Parties, and the Prepetition OpCo Secured Parties, and all of the OpCo Debtors' obligations and indebtedness arising under, in respect of, or in connection with, the OpCo DIP Facility and the OpCo DIP Facility Documents, including, without limitation, all loans made to and guarantees issued by the OpCo Debtors pursuant to the OpCo DIP Facility Documents, and any OpCo DIP Obligations shall be deemed to have been extended by the OpCo DIP Secured Parties and their respective affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section

364(e) of the Bankruptcy Code, and the OpCo DIP Secured Parties (and their successors and assigns) shall be 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.

G. Prepetition OpCo Permitted Liens. Nothing herein shall constitute a finding or ruling by this Court that any alleged Prepetition OpCo Permitted Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing herein shall prejudice any rights of any party in interest, including, but not limited to, any of the OpCo Debtors, the OpCo DIP Secured Parties, or the Prepetition OpCo Secured Parties to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Prepetition OpCo Permitted Lien or related security interest.

H. Immediate Entry. Good and sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2). Consummation of the OpCo DIP Facility and the use of Cash Collateral, in accordance with this Interim Order, the OpCo DIP Term Sheet and the other OpCo DIP Facility Documents are in the best interests of the OpCo Debtors' estates and consistent with the OpCo Debtors' exercise of their fiduciary duties.

Based upon the foregoing findings and conclusions, the Motion and the record before this Court with respect to the Motion, and after due consideration and good and sufficient cause appearing thereof:

IT IS HEREBY ORDERED THAT:

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

are hereby overruled on the merits. This Interim Order shall become effective immediately upon its entry.

2. Use of Cash Collateral. The OpCo Debtors are hereby authorized to use all Cash Collateral until the occurrence of a DIP Termination Event (as defined below) solely in accordance with the OpCo DIP Facility Documents and this Interim Order to the extent set forth in the Approved OpCo DIP Budget, including, without limitation, to make payments on account of the Adequate Protection Obligations (as defined below) and other obligations provided for in this Interim Order. Nothing in this Interim Order shall authorize (a) the disposition of any assets of the OpCo Debtors outside the ordinary course, or any OpCo Debtor's use of any Cash Collateral or other proceeds resulting therefrom, or (b) use of Cash Collateral for the benefit of Holdings or any non-Debtor affiliate of the OpCo Debtors, except as expressly permitted by the OpCo DIP Facility Documents and this Interim Order and the Approved OpCo DIP Budget, as applicable.

3. Authorization of the OpCo DIP Facility and the OpCo DIP Facility Documents.

(a) The OpCo Debtors are hereby expressly authorized to execute and deliver, and, on such execution and delivery, directed to perform under the OpCo DIP Facility Documents, including the OpCo DIP Term Sheet.

(b) The OpCo Debtors are hereby authorized, subject to the terms and conditions of this Interim Order and the OpCo DIP Facility Documents, to borrow up to an aggregate principal amount of \$14,500,000 of Initial New Money OpCo DIP Loans and to exchange up to \$43,500,000 of Prepetition OpCo First Lien Obligations for Initial Rolled OpCo DIP Term Loans on a three-to-one basis for each dollar of the Initial New Money OpCo DIP Loans funded by each OpCo DIP Lender (plus interest, fees (including the DIP Fees and Premiums (as defined below)), indemnities and other expenses and other amounts provided for in the OpCo DIP

Facility Documents), subject to any limitations on availability or borrowing under the OpCo DIP Facility Documents, which shall be used for all purposes permitted under this Interim Order, the OpCo DIP Term Sheet and the other OpCo DIP Facility Documents, including, without limitation, to provide working capital for the OpCo Debtors (but, for the avoidance of doubt, not Holdings or any non-Debtor affiliates of Holdings, except as otherwise expressly permitted by the Restructuring Support Agreement, the Holdings DIP Facility or the Holdings DIP Order), to pay interest, fees and expenses and make adequate protection and other payments in accordance with this Interim Order and the OpCo DIP Facility Documents, as set forth in the OpCo DIP Facility Documents, and in accordance with the Approved OpCo DIP Budget. Upon entry of this Interim Order and the Final Order, respectively, without any further action by the OpCo Debtors or any other party, the OpCo Debtors shall be authorized and deemed to have effectuated the exchange of the Prepetition OpCo First Lien Obligations for (i) the Initial Rolled OpCo DIP Term Loans, subject to the occurrence of the Interim Closing Date and (ii) subject to the occurrence of the OpCo Final DIP Order Entry Date (as defined in the OpCo DIP Term Sheet), the Final Rolled OpCo DIP Term Loans, each upon the terms and conditions set forth in the OpCo DIP Term Sheet.

(c) In furtherance of the foregoing and without further approval of this Court, the OpCo Debtors are authorized and directed to perform all acts, to make, execute, and deliver all instruments, certificates, agreements and documents (including, without limitation, the execution or recordation of pledge and security agreements, financing statements, and other similar documents), and to pay all reasonable and actual fees and expenses in connection with or that may be reasonably required, appropriate or desirable for the OpCo Debtors' performance of their obligations under or related to the OpCo DIP Facility, including, without limitation:

- (i) the execution and delivery of, and performance under, each of the OpCo DIP Facility Documents, including, without limitations, the OpCo DIP Commitment

Letter and Term Sheet (as defined in the OpCo DIP Commitment Letter), the Fronting Fee Letter, the Fronting Letter, the Master Consent and any other collateral or other documents contemplated thereby;

- (ii) the non-refundable and irrevocable payment to the OpCo Backstop Lenders, on a pro rata basis in accordance with their initial OpCo DIP Commitments, 5.00% of the aggregate principal amount of such new money OpCo DIP Commitments (the “OpCo DIP Backstop Premium”), payable in cash on the initial OpCo DIP Commitments held by the OpCo Backstop Lenders, earned upon execution of the OpCo DIP Commitment Letter and payable solely upon the occurrence of the Interim Closing Date;
- (iii) the non-refundable and irrevocable payment to the OpCo DIP Agent and the OpCo DIP Lenders, as the case may be, of all reasonable and documented fees and expenses, including the DIP Fees and Premiums (which fees and expenses, in each case, were and were deemed to have been approved upon entry of this Interim Order, whether or not the fees and expenses arose before or after the Petition Date, and shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, applicable non-bankruptcy law or otherwise), and any amounts due (or that may become due) in respect of the indemnification and expense reimbursement obligations, in each case referred to in the OpCo DIP Facility Documents, including (A) 4.00% of the aggregate principal amount of the OpCo DIP Commitments (the “OpCo DIP Commitment Premium”), payable in cash on the commitments in respect of the New Money OpCo DIP Loans (as defined in the OpCo DIP Term Sheet), earned upon execution of the OpCo DIP Commitment Letter (as defined in the OpCo DIP Term Sheet) and payable solely upon the occurrence of the Interim Closing Date; (B) 3.00% of the funded amount of the Initial New Money OpCo DIP Loans (the “Initial OpCo Exit Premium”), earned upon the Interim Closing Date, and, subject to the entry of the Final Order, 3.00% of the funded amount of the Final New Money OpCo DIP Loans (the “Final OpCo Exit Premium”, and together with the Initial OpCo Exit Premium, collectively, the “OpCo Exit Premium”), earned on the OpCo Final DIP Order Entry Date, and in each case payable in cash on the Maturity Date (as defined in the OpCo DIP Term Sheet) (or, if earlier, any mandatory prepayment of the applicable New Money OpCo DIP Loans, whether as a result of acceleration or otherwise); (C) in the event that all or any portion of the New Money OpCo DIP Loans are repaid or prepaid as a result of a mandatory prepayment solely as a result of an asset sale of all or substantially all of the assets of the OpCo Debtors (other than in connection with any Credit Bid (as defined in the OpCo DIP Term Sheet) of the Prepetition OpCo First Lien Claims for a non-ordinary course sale of the OpCo Debtors’ assets pursuant to section 363 of the Bankruptcy Code that results in the OpCo DIP Lenders owning a majority of the equity interests of the OpCo Debtors), a premium in an aggregate amount equal to 10.00% of the aggregate principal amount of such New Money OpCo DIP Loans so prepaid or repaid (the foregoing premium, the “OpCo Redemption Premium”); (D) with respect to the OpCo DIP Agent, an agency fee (the “OpCo Agency Fee”

and, together with the OpCo DIP Backstop Premium, the OpCo DIP Commitment Premium, the OpCo Exit Premium and the OpCo Redemption Premium, if applicable, the “DIP Fees and Premiums”), as set forth in the letter agreement between the OpCo DIP Agent and the OpCo Debtors, payable in accordance with the terms of such letter agreement; (E) with respect to the Fronting Lender, any fronting or seasoning fees, together with any costs or expenses, each as described in the Fronting Fee Letter; and (F) with respect to the OpCo DIP Secured Parties, all reasonable and documented costs and expenses as may become due from time to time under the OpCo DIP Facility Documents, the OpCo DIP Term Sheet and this Interim Order, including, without limitation, fees and expenses of counsel, financial advisors, and other professionals retained by each of the OpCo DIP Agent and the OpCo DIP Lenders, as provided for, and subject to the limitations set forth, in the OpCo DIP Facility Documents (including the OpCo DIP Term Sheet) and this Interim Order, subject to Paragraph 16 below;

- (iv) the granting of all liens and claims with respect to, and the making of any payments in respect of, the Adequate Protection Obligations to the extent provided for in this Interim Order; and
- (v) the performance of all other acts necessary, appropriate, or desirable under or in connection with the OpCo DIP Term Sheet and the OpCo DIP Facility Documents.

4. OpCo DIP Obligations. The OpCo DIP Commitment Letter and Term Sheet and the other OpCo DIP Facility Documents (if any) shall constitute legal, valid, binding, and non-avoidable obligations of the OpCo Debtors, enforceable in accordance with the terms of this Interim Order and the OpCo DIP Facility Documents, against the OpCo Debtors and their estates and any successors thereto, including any trustee appointed in the OpCo Chapter 11 Cases, or in any case under chapter 7 of the Bankruptcy Code (or any other chapter of the Bankruptcy Code) upon the conversion of any of the OpCo Chapter 11 Cases (the “Trustee”), or in any other proceedings superseding or related to any of the foregoing (collectively, the “Successor Cases”). Upon entry of this Interim Order, the OpCo Debtors shall be jointly and severally liable for the OpCo DIP Obligations. Except as permitted by this Interim Order, no obligation, payment, transfer, or grant of security hereunder or under the OpCo DIP Facility Documents to the OpCo DIP Secured Parties shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under applicable law (including, without limitation, under sections 502(d),

544, and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or challenge, whether under the Bankruptcy Code or any other applicable law or regulation by any person or entity for any reason.

5. OpCo DIP Liens. Subject to the provisions set forth in this Paragraph 5, effective immediately upon entry of this Interim Order, the OpCo DIP Obligations shall be secured by valid, binding, continuing, enforceable, fully-perfected, non-avoidable, automatically and properly perfected liens on, and security interests in (such liens and security interests, the “OpCo DIP Liens”), all assets of the OpCo Debtors (and their estates) of any nature whatsoever and wherever located, whether first arising prior to or following the Petition Date, now owned or hereafter acquired, including all accounts, chattel paper, commercial tort claims, deposit accounts, documents, equipment, general intangibles, goods (including fixtures), instruments, inventory, investment property, money, cash, cash equivalents, and all deposit accounts, securities accounts, commodities accounts and lockboxes together with all money, cash, securities and other investment property on deposit from time to time therein, letters of credit, letter-of-credit rights and other supporting obligations, real property, books and records, and to the extent not otherwise included, all substitutions, replacements, accessions, products and other proceeds and products (whether tangible or intangible and including, without limitation, insurance proceeds, licenses (excluding the Master License (as defined in the Prepetition OpCo First Lien Credit Agreement) to the extent a grant of security interest in such license is prohibited or restricted, other than

proceeds and receivables thereof), royalties, income, payments, claims, damages and proceeds of suit) of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing, and subject to entry of the Final DIP Order, the proceeds (the “Avoidance Proceeds”) of claims and causes of action under sections 502(d), 544, 545, 547, 548, and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code whether pursuant to federal law or applicable state law (collectively, the “Avoidance Actions”) (all such property, the “OpCo DIP Collateral”); *provided that* the OpCo DIP Collateral will not include, and the OpCo DIP Liens will not extend to, the Carve Out Reserves (as defined below) or any “Excluded Property” described in clauses (iii) and (x) of the definition thereof in the Prepetition OpCo First Lien Credit Agreement; *provided further that* the OpCo DIP Agent and the Prepetition OpCo First Lien Agent shall have a security interest in any residual cash balance remaining in the Carve Out Reserves after all obligations benefitting from the Carve Out have been indefeasibly paid in full in cash pursuant to a final non-appealable order of this Court (or another court of competent jurisdiction) (such security interest on residual cash balances, in accordance with this proviso, the “Carve Out Security Interest”). The OpCo DIP Liens will otherwise have the following priorities:

(a) Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, first-priority senior security interest in and lien upon all of the OpCo DIP Collateral, including, without limitation, all prepetition and postpetition property of the OpCo Debtors and their estates, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to Prepetition OpCo First Liens or any other valid, perfected and non-avoidable liens (or perfected after the Petition Date to the extent permitted by

section 546(b) of the Bankruptcy Code), subject only to the Carve Out and as to the Carve Out Reserves and funds therein, to the extent of any Carve Out Security Interest;

(b) Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, first-priority priming security interest and lien (the “Priming Liens”) on all OpCo DIP Collateral, whether in existence on the Petition Date or thereafter created, acquired, or arising and wherever located, to the extent that such OpCo DIP Collateral is subject to any of the Prepetition OpCo First Liens, subject only to the Carve Out and as to the Carve Out Reserves and funds therein, to the extent of any Carve Out Security Interest. The Priming Liens shall prime in all respects the liens and security interests of the Prepetition OpCo Secured Parties, with respect to the Prepetition OpCo Credit Facility (including, without limitation, the Prepetition OpCo First Liens and the Adequate Protection Liens granted to the Prepetition OpCo Secured Parties (the “Primed Liens”). Notwithstanding anything herein to the contrary, the Priming Liens (x) shall be subject and junior to the Prepetition OpCo Permitted Liens and will have no recourse to the Carve Out Reserves or the funds therein (other than to the extent of the Carve Out Security Interest on the terms therein) in all respects and (y) shall be senior in all respects to the Primed Liens, and (z) shall also be senior to the Adequate Protection Liens; and

(c) Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected junior priority security interest in and lien upon all of the OpCo DIP Collateral, including, without limitation, all prepetition and postpetition property of the OpCo Debtors, whether existing on the Petition Date or thereafter acquired, to the extent that such assets are subject to Prepetition OpCo First Liens or any other valid, perfected and non-avoidable liens immediately prior to the Petition Date (or perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code), subject only to (x) any such Prepetition

OpCo First Liens or any other valid, perfected and non-avoidable liens in existence immediately prior to the Petition Date, and (y) the Carve Out.

6. DIP Superpriority Claims. Subject in all respects to the Carve Out, pursuant to section 364(c)(1) of the Bankruptcy Code, all of the OpCo DIP Obligations shall constitute allowed superpriority administrative expense claims against the OpCo Debtors on a joint and several basis (without the need to file any proof of claim) with priority over any and all claims against the OpCo Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code and any and all administrative expenses or other claims (“Administrative Expense Claims”) arising under sections 105, 326, 327, 328, 330, 331, 365, 503(b), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code (including the Adequate Protection Obligations (as defined below)), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment, which allowed claims (the “DIP Superpriority Claims”) shall for purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, and which DIP Superpriority Claims shall be payable from and have recourse to all prepetition and postpetition property of the OpCo Debtors and all proceeds thereof (excluding the Avoidance Actions but, subject to the entry of the Final Order, including the Avoidance Proceeds) in accordance with the OpCo DIP Facility Documents, subject only to payment of the Carve Out and provided that the DIP Superpriority Claims will have no recourse to the Carve Out Reserves or the funds therein except to the extent of any Carve Out Security Interest on the terms therein. The DIP Superpriority Claims shall be

entitled to the full protection of section 364(e) of the Bankruptcy Code if this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise.

7. Approved OpCo DIP Budget; Compliance and Reporting

(i) Attached to this Interim Order as **Exhibit 1** is a 13-week cash flow forecast for the 13-week period commencing with the week that includes the Petition Date, approved by the Required OpCo DIP Lenders under and as defined in the OpCo DIP Term Sheet, which reflects on a line-item basis, the OpCo Debtors' projected cash receipts (including, but not limited to, extraordinary receipts, asset sales and insurance proceeds) and cash disbursements (including capital expenditures and other reinvestments) of the OpCo Debtors for the period covered thereby (the "Approved OpCo DIP Budget"). By no later than 11:59 PM (Eastern Time) on the Wednesday of the calendar week following the week in which the Petition Date occurs, and no later than 11:59 PM (Eastern Time) on each Wednesday of each calendar week thereafter (or, in each case, if any Wednesday is not a Business Day, the next Business Day thereafter), the OpCo Debtors shall deliver to the OpCo DIP Agent and the OpCo DIP Lenders (and their advisors) a variance report (each, a "Weekly Variance Report") substantially in the form of Exhibit R attached to the Prepetition OpCo First Lien Credit Agreement setting forth, in reasonable detail, "receipts" and "disbursements" of the OpCo Debtors on a weekly, rolling four-week basis and cumulative basis (relative to the initial Approved OpCo DIP Budget) and any variances between the actual amounts and those set forth in the initial Approved OpCo DIP Budget and the then-in-effect Approved OpCo DIP Budget, and including detail by line-item as to whether a given variance is permanent or timing-based and commentary in respect thereof (including, without limitation, line item detail with respect to Existing Consulting Agreement Payments (as defined in the OpCo DIP Term Sheet)). Each Wednesday (or, if any Wednesday is not a Business Day, the next Business

Day thereafter) of each calendar week, beginning with the calendar week that is four weeks following the week in which the Petition Date occurs, shall be referred to as a “Variance Testing Date”.

(ii) The OpCo Debtors shall comply with the following (collectively, the “Permitted Variances”):

- a. As of any Variance Testing Date, the OpCo Debtors shall not allow:
 - (i) the aggregate receipts of the OpCo Debtors to be less than 87.5% (on a cumulative basis taking into account the variance for any prior Testing Period during the then-in-effect Approved OpCo DIP Budget period) of the estimated receipts for such items in the then-in-effect Approved OpCo DIP Budget, and
 - (ii) the aggregate disbursements (including professional fees and expenses incurred by the OpCo Debtors, the OpCo DIP Agent and/or the OpCo DIP Lenders) to exceed 112.5% (on a cumulative basis taking into account the variance for any prior Testing Period during the then-in-effect Approved OpCo DIP Budget period) of the estimated disbursements provided in the then-in-effect Approved OpCo DIP Budget. The one-week period ending on the Sunday prior to each Variance Testing Date shall be referred to as a “Testing Period”.
- b. Additional variances, if any, from the Approved OpCo DIP Budget, and any proposed changes to the Approved OpCo DIP Budget, shall be subject to the written approval of the Required OpCo DIP Lenders. For the avoidance of doubt, any reference to “written consent” or “written approval” hereunder shall include

consent or approval granted by e-mail (including as communicated by counsel to the OpCo DIP Lenders in writing).

(iii) Commencing at 11:59 P.M. (Eastern Time) on the Wednesday of the calendar week that is four weeks following the week in which the Petition Date occurs, and continuing at 11:59 P.M. (Eastern Time) on the Wednesday of every fourth week thereafter (or, in each case, if any Wednesday is not a Business Day, the next Business Day thereafter), or at any other interim time as reasonably requested by the OpCo Borrower, the weekly budget shall be updated, and if such updated budget is in form and substance satisfactory to the Required OpCo DIP Lenders in their sole discretion, it shall become the “Approved OpCo DIP Budget”. Any amendments, supplements or modifications to the Approved OpCo DIP Budget or a Weekly Variance Report shall be subject to the prior written approval of the Required OpCo DIP Lenders prior to the implementation thereof. Until any such updated budget, amendment, supplement or modification has been approved by the Required OpCo DIP Lenders, the OpCo Debtors shall be subject to and be governed by the terms of the Approved OpCo DIP Budget then in effect.

(iv) The OpCo Debtors’ use of the Cash Collateral and proceeds from the OpCo DIP Facility shall only be permitted pursuant to the terms of, and in strict accordance with, the Approved OpCo DIP Budget. The OpCo DIP Secured Parties (i) may assume that the OpCo Debtors will comply with the Approved OpCo DIP Budget and (ii) shall have no duty to monitor such compliance. Nothing in any Approved OpCo DIP Budget shall constitute an amendment or other modification of any OpCo DIP Facility Documents or other lending limits set forth therein. The consent of the OpCo DIP Lenders or the Prepetition OpCo Secured Parties, as applicable, to the use of New Money OpCo DIP Loans or Cash Collateral pursuant to this Interim Order shall not be construed as consent to the use of any New Money OpCo DIP Loans or Cash Collateral

after the occurrence of an Event of Default (other than funding the Carve Out as set forth herein), regardless of whether the aggregate funds shown on the Approved OpCo DIP Budget have been expended. In addition to, and without limiting any rights to information sharing and access to books and records provided pursuant to the OpCo DIP Facility Documents, the OpCo Debtors shall permit representatives, advisors, agents, and employees of the OpCo DIP Agent and the OpCo DIP Lenders to: (i) have access to and inspect the OpCo Debtors' books and records; and (ii) discuss the OpCo Debtors' affairs, finances, and condition with the OpCo Debtors' attorneys and financial advisors, subject to the limitations set forth in the OpCo DIP Term Sheet.

8. Carve Out.

(a) Carve Out. "Carve Out" shall mean the sum of (i) all fees required to be paid to the Clerk of the Court or to the U.S. Trustee under 28 U.S.C. § 1930 with respect to the OpCo Debtors' cases, with interest at the statutory rate pursuant to 31 U.S.C. § 3717 (the "Government Fees"); (ii) all reasonable fees and expenses up to \$50,000 incurred in the OpCo Debtors' cases by a trustee under section 726(b) of the Bankruptcy Code (the "Chapter 7 Expenses"), (iii) to the extent allowed at any time (whether by interim order, final order, procedural order or otherwise), all unpaid fees and expenses (collectively, the "Professional Fees") incurred on behalf of the OpCo Debtors or on behalf of a statutory committee appointed in the OpCo Debtors' cases (an "OpCo Committee") by persons or firms retained by the OpCo Debtors pursuant to sections 327, 328 or 363 of the Bankruptcy Code or by an OpCo Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals") only up to \$50,000 for the Investigation Expenses (as defined below) (collectively, the "Retained Professionals") at any time before or on the business day following delivery of a Trigger Notice (defined below), whether allowed by the Court prior to or after delivery of the Trigger Notice (the

“Pre-Trigger Fees”); and (iv) the Professional Fees incurred on behalf of the OpCo Debtors or an OpCo Committee (subject to the Investigation Expenses Cap (as defined below)) by Retained Professionals in an aggregate amount not to exceed \$1,000,000 (the “Post-Trigger Fee Cap”) after the first business day following delivery of a Trigger Notice (the “Post-Trigger Fees”). For the purposes of this Paragraph 8, Professional Fees of Retained Professionals shall not include any fees and expenses incurred by Holdings, including fees and expenses of Holdings’ professionals, the OpCo Committee in excess of the Investigation Expenses Cap or for any purpose other than the Investigation Expenses or of any other statutory committee, and shall only include fees and expenses incurred by the OpCo Debtors in connection with the Chapter 11 Cases. Any payment or reimbursement made on or after the delivery of the Trigger Notice shall permanently reduce the Carve Out on a dollar-for-dollar basis.

(b) The Pre-Trigger Fees shall include any restructuring, sale, success or other transaction-based fees of any investment bankers or financial advisors that are fully earned, due and payable pursuant to their engagement letters or retention orders prior to the delivery of the Trigger Notice. Neither the Pre-Trigger Fees nor the Post-Trigger fees shall include any restructuring, sale, success or other transaction fees of any investment bankers or financial advisors that have not been fully earned, due and payable pursuant to their engagement letters or retention orders prior to the delivery of the Trigger Notice. However, the “Sale Fee” (as defined in the engagement letter of Evercore Group L.L.C., dated April 21, 2023) shall be payable, to the extent approved by the Court and payable under the terms of such engagement letter, from any proceeds of a “Sale,” after the Carve Out Reserves have been fully funded pursuant to subsections (d) and (e) below and prior to any distribution to the Prepetition OpCo Secured Parties or the OpCo DIP Secured Parties.

(c) Trigger Notice. For purposes of the Carve Out, a “Trigger Notice” is a written notice delivered by the OpCo DIP Agent (acting at the direction of the Required OpCo DIP Lenders) by email through counsel to (i) the OpCo Debtors, (ii) the Prepetition OpCo First Lien Agent, (iii) any statutory committee appointed in the OpCo Chapter 11 Cases, (iv) any Trustee and (v) the U.S. Trustee (collectively, the “Carve Out Notice Parties”), in each case following the occurrence and during the continuation of a DIP Termination Event (subject to any applicable grace period, waiver or forbearance), stating that the Post-Trigger Fee Cap has been invoked.

(d) Pre-Trigger Reserve.

(1) Within one business day of the delivery of the Trigger Notice, each Retained Professional shall deliver a statement to the OpCo DIP Agent, the OpCo DIP Lenders and the Carve Out Notice Parties setting forth a good-faith estimate of its Pre-Trigger Fees (collectively, the “Pre-Trigger Fee Estimates”).

(2) Delivery of the Trigger Notice shall be deemed to constitute a demand that the OpCo Debtors utilize all cash on hand and any available cash thereafter held by any OpCo Debtor to fund a reserve in an amount equal to the sum of the Government Fees, the Chapter 7 Expenses and the Pre-Trigger Fee Estimates (the “Pre-Trigger Reserve”). The OpCo Debtors shall deposit the Pre-Trigger Reserve in a segregated account, which shall constitute the corpus of a trust governed by New York law for the benefit of the entities entitled to receive payments of the Government Fees, the Chapter 7 Expenses and the Pre-Trigger Fees (the “Pre-Trigger Carve Out Beneficiaries”), and all disbursements from such account shall be made in accordance with this Interim Order.

(3) All funds in the Pre-Trigger Reserve shall be used *first* to pay the Government Fees, the Chapter 7 Expenses and the Pre-Trigger Fees up to the amounts estimated by each Retained Professional, *second* to pay the Pre-Trigger Fees beyond the amounts estimated by each Retained Professional, *third* to the OpCo DIP Agent on account of the OpCo DIP Obligations until their payment in full, and *fourth* in accordance with the priorities of liens, claims and interests set forth in this Interim Order and the Bankruptcy Code.

(e) Post-Trigger Reserve.

(1) Delivery of the Trigger Notice shall be deemed to constitute a demand that the OpCo Debtors utilize all cash on hand and any available cash thereafter held by any OpCo Debtor, in each case after the funding of the Pre-Trigger Reserve, to fund a reserve in an amount equal to the sum of the Post-Trigger Fee Cap (the “Post-Trigger Reserve” and, together with the Pre-Trigger Reserve, the “Carve Out Reserves”). The OpCo Debtors shall deposit the Post-Trigger Reserve in a segregated account which shall constitute the corpus of a trust governed by New York law for the benefit of the Retained Professionals that are entitled to receive payments of the Post-Trigger Fees (together with the Pre-Trigger Carve Out Beneficiaries, the “Carve Out Beneficiaries”), and all disbursements from such account shall be made in accordance with this Interim Order.

(2) All funds in the Post-Trigger Reserve shall be used *first* to pay the Post-Trigger Fees (up to the Post-Trigger Fee Cap), *second* to pay any Government Fees, Chapter 7 Expenses or Pre-Trigger Fees in excess of the Pre-Trigger Reserve, *third* to the OpCo DIP Agent on account of the OpCo DIP Obligations until their payment in full, and *fourth* in accordance with the priorities of liens, claims and interests set forth in this Interim Order and the Bankruptcy Code.

(f) Cure of Deficiencies. To the extent that the Carve Out Reserves are not fully funded in accordance with the subparagraphs (d) and (e) above or prove insufficient to satisfy the full amount of the Carve Out: any proceeds of Prepetition Collateral (whether realized by the OpCo Debtors, a chapter 7 trustee, the OpCo DIP Agent or any other person) shall be applied *first* to fund the Pre-Trigger Reserve in accordance with subparagraph (d), *second* to fund the Post-Trigger Reserve in accordance with subparagraph (e), *third* to pay any Government Fees, Chapter 7 Expenses or Pre-Trigger Fees in excess of the Pre-Trigger Reserve, and *fourth* in accordance with the priorities of liens, claims and interests set forth in this Interim Order and the Bankruptcy Code. Notwithstanding anything to the contrary in the Prepetition OpCo First Lien Credit Documents, the OpCo DIP Facility or this Interim Order, following delivery of the Trigger Notice, the OpCo DIP Agent shall not block, sweep or foreclose on cash (including any cash proceeds of a sale or disposition of any assets) of the OpCo Debtors until both of the Carve Out Reserves have been fully funded.

(g) Limitations on Use. The Carve Out shall be subject to the restrictions on use of Cash Collateral and proceeds of the OpCo DIP Facility set forth in paragraph 18 of this Interim Order. For the avoidance of doubt, the Carve Out shall not include, and the Carve Out Reserves shall not be used for payment of, (i) any Professional Fees of Retained Professionals incurred by Holdings in connection with Holdings' Chapter 11 Case or (ii) other than up to \$50,000 in Investigation Expenses (the "Investigation Expenses Cap"), any fees or expenses of any unsecured Creditors' Committee appointed in the OpCo Debtors' or Holdings' Chapter 11 Cases. The Pre-Trigger Fees and Post-Trigger Fees for any OpCo Committee shall not exceed \$50,000 in the aggregate and shall be solely for the Investigation Expenses.

(h) Security Interests in Residual Carve Out Reserves. The Carve Out Beneficiaries shall have a perfected first-priority security interest in the applicable Carve Out Reserve. The OpCo DIP Agent and the Prepetition OpCo First Lien Agent shall have a security interest in any residual cash balance remaining in the Carve Out Reserves after all Government Fees, Chapter 7 Expenses or Pre-Trigger Fees in excess of the Pre-Trigger Reserve benefitting from the Carve Out have been indefeasibly paid in full, in cash pursuant to a final non-appealable order of this Court (or another court of competent jurisdiction). After satisfaction of the Government Fees, the Chapter 7 Expenses, the Pre-Trigger Fees and the Post-Trigger Fees (up to the Post-Trigger Fee Cap), any excess funds in the Carve Out Reserves shall be paid to the OpCo DIP Agent or the Prepetition OpCo First Lien Agent as provided in subparagraphs (d) and (e) above.

(i) No Implied Cap. Except for the Investigation Expenses Cap, in no way shall the Approved OpCo DIP Budget, the Carve Out, the Post-Trigger Fee Cap or the Carve Out Reserves be construed (i) as a cap or limitation on the amount of allowed Professional Fees that may be payable by the OpCo Debtors or (ii) to impair the right of any party to object to allowance of any Professional Fees.

(j) Limitation on Responsibility of Secured Parties. None of the Prepetition OpCo Secured Parties shall be responsible for the payment or reimbursement of any fees or expenses of any Retained Professional incurred in connection with these OpCo Chapter 11 Cases or any Successor Cases. Nothing in this Interim Order shall be construed to obligate the Prepetition OpCo Secured Parties to pay compensation to, or to reimburse the expenses of, any Retained Professional or to guarantee that the OpCo Debtors have sufficient funds to pay such compensation or reimbursement.

(k) Cash. The word “cash” as used in this Paragraph 8 shall include all cash, checks, deposit accounts and other cash equivalents.

9. Payments Free and Clear. Subject to the Carve Out and subject to Paragraphs 18 and 19 with respect to the Rolled OpCo DIP Term Loans, any and all payments or proceeds remitted to the OpCo DIP Agent on behalf of the OpCo DIP Lenders pursuant to the provisions of this Interim Order, any OpCo DIP Facility Document or any subsequent order of this Court, including, without limitation, shall be irrevocable, received free and clear of any claim, charge, assessment or other liability, including, without limitation, and subject only to entry of a Final Order, any claim or charge arising out of or based on, directly or indirectly, sections 506(c) or 552(b) of the Bankruptcy Code, whether asserted or assessed by, through or on behalf of the Debtors.

10. Adequate Protection.

(a) Prepetition OpCo Secured Parties. Subject only to the Carve Out and the terms of this Interim Order, pursuant to sections 361, 363(e) and 364 of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of their interests in the Prepetition Collateral (including Cash Collateral), for any aggregate Diminution in Value resulting from the Carve Out, the sale, lease or use of the Prepetition Collateral (including Cash Collateral), the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code, and any other reason for which adequate protection may be granted under the Bankruptcy Code, the Prepetition OpCo Agent, for the benefit of the Prepetition OpCo Secured Parties, is hereby granted the following (collectively, the “Adequate Protection Obligations”); *provided that* the Prepetition OpCo First Lien Agent shall have no recourse to the Carve Out Reserves except to

the extent of the Carve Out Security Interests on the terms herein, and the adequate protection will otherwise include:

(1) Adequate Protection Liens. The Prepetition OpCo First Lien Agent, for the benefit of itself and the other Prepetition OpCo Secured Parties (the “Adequate Protection Parties”), is hereby granted, as security for and solely to the extent of any Diminution in Value, additional and replacement valid, binding, enforceable, non-avoidable, effective and automatically perfected liens on, and security interest in (the “Adequate Protection Liens”) the OpCo DIP Collateral, excluding, for the avoidance of doubt, the Avoidance Actions, but including the Avoidance Proceeds (collectively, the “Adequate Protection Collateral”), without the necessity of the execution, recordation or other filing of any security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents. The Adequate Protection Liens shall be subject and junior only to the OpCo DIP Liens, the Prepetition OpCo Permitted Liens and the Carve Out;

(2) Adequate Protection Claims. As further adequate protection, and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, the Adequate Protection Parties are hereby granted, as of the Petition Date, allowed administrative expense claims in each of the OpCo Chapter 11 Cases to the extent of any Diminution in Value (the “Adequate Protection Claims”). The Adequate Protection Claims shall be payable from and have recourse to all OpCo DIP Collateral and all proceeds thereof. Subject to the Carve Out and the DIP Superpriority Claims in all respects, the Adequate Protection Claims will not be junior or *pari passu* to any claims and shall have priority over all Administrative Expense Claims against each of the OpCo Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered

pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 506(c) (subject to entry of a Final Order), 507(a), 507(b), 546(c), 726, 1113 and 1114 of the Bankruptcy Code; *provided, that* the Prepetition OpCo Secured Parties shall not receive or retain any payments, property or other amounts in respect of the Adequate Protection Claims from the OpCo Debtors granted hereunder unless and until the OpCo DIP Obligations have been indefeasibly paid in full, in cash, or as otherwise provided in the OpCo DIP Facility Documents;

(3) Interest. As further adequate protection, the interest under the Prepetition OpCo Credit Facility shall accrue at the default rate and shall be payable in kind during the OpCo Chapter 11 Cases;

(4) Adequate Protection Fees and Expenses. As further adequate protection, the OpCo Debtors are authorized and directed to pay, in accordance with Paragraph 16 of this Interim Order, the reasonable and documented prepetition and postpetition fees and expenses (the “Adequate Protection Fees and Expenses”) of the Prepetition OpCo Secured Parties as follows: (i) professionals retained by the ad hoc group of certain lenders under the TL Facility (the “TL Ad Hoc Group”), including but not limited to (A) Akin Gump Strauss Hauer & Feld LLP, as counsel, (B) Greenhill & Co., Inc., as financial advisor, (C) OnMessage Public Strategy (OMPS), as policy advisor, (D) Robbins Alloy Belinfante Littlefield LLC, as regulatory counsel, (E) Cole Schotz P.C., as Delaware counsel and (F) Prairie Peak LLC, as operational advisor; (ii) professionals retained by the ad hoc group of certain lenders under the RC Facility (the “RC Ad Hoc Group”) including (A) Latham & Watkins LLP, as counsel, (B) McGuireWoods LLP, as counsel to Capital One N.A. solely with respect to reasonable and documented prepetition fees and expenses and subject to the fee caps set out in the OpCo DIP Commitment Letter and Term Sheet, and (C) Crowell & Moring LLP, as counsel to Keybank National Association solely with

respect to reasonable and documented prepetition fees and expenses and subject to the fee caps set out in the OpCo DIP Commitment Letter and Term Sheet; and (iii) professionals retained by the Prepetition OpCo First Lien Agent, including but not limited to (A) ArentFox Schiff LLP, as counsel, and (B) Potter Anderson & Corroon LLP, as Delaware counsel (in each case in accordance with the terms of the engagement letters between such professionals and the Debtors).

(5) Reporting. As further adequate protection, the Prepetition OpCo Secured Parties shall be entitled to delivery of all reports and notices deliverable to the OpCo DIP Secured Parties pursuant to the OpCo DIP Facility Documents and this Interim Order (as modified or waived by the Required OpCo DIP Lenders from time to time).

(6) Right to Seek Additional Adequate Protection. This Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the Prepetition OpCo Secured Parties to request additional forms of adequate protection at any time or any party in interest's right to object thereto.

(b) Section 507(b) Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition OpCo Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the OpCo Chapter 11 Cases. The receipt by the Prepetition OpCo Secured Parties of the adequate protection provided herein shall not be deemed an admission that the interests of the Prepetition OpCo Secured Parties are adequately protected or limit the rights of the Prepetition OpCo Secured Parties to seek additional relief with respect to the use of Cash Collateral or to seek additional adequate protection.

11. Perfection of the OpCo DIP Liens and Adequate Protection Liens.

(a) The OpCo DIP Agent and the Prepetition OpCo First Lien Agent are hereby authorized, but not required, to file or record (and to execute in the name of the OpCo Debtors, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, intellectual property filings, mortgages (other than any leasehold mortgages), depository account control agreements, notices of lien, or similar instruments in any jurisdiction in order to validate and perfect the Adequate Protection Liens. Whether or not the OpCo DIP Agent or the Prepetition OpCo First Lien Agent, each in its sole discretion, chooses to file such financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments, such OpCo DIP Liens or Adequate Protection Liens shall be deemed valid, automatically perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination (subject to the priorities set forth in this Interim Order), as of the Petition Date. Upon the request of the OpCo DIP Agent or the Prepetition OpCo First Lien Agent, each of the OpCo Debtors, without any further consent of any party, is authorized to take, execute, deliver, and file such instruments (in the case of the Prepetition OpCo Secured Parties, without representation or warranty of any kind) to enable the OpCo DIP Agent or the Prepetition OpCo First Lien Agent, as applicable, to further validate, perfect, preserve and enforce the OpCo DIP Liens or the Adequate Protection Liens. All such documents will be deemed to have been recorded and filed as of the Petition Date.

(b) A copy of this Interim Order may, in the discretion of the OpCo DIP Agent or the Prepetition OpCo First Lien Agent be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments,

and all filing offices are hereby authorized to accept such certified copy of this Interim Order for filing and recording.

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

12. DIP Termination Event. Subject to any applicable notice periods and other terms set forth in Paragraph 13 of this Interim Order, the OpCo DIP Obligations or the Adequate Protection Obligations shall accelerate and become due and payable in full and the OpCo DIP Commitments shall be terminated without further notice or action by the Court following the earliest to occur of any of the following (each a "DIP Termination Event"): (i)(A) at the election of the Required OpCo DIP Lenders, the occurrence and continuation of any Event of Default (as defined in the OpCo DIP Term Sheet), which Events of Default are explicitly incorporated by reference into this Interim Order, of the type set forth in clauses (ii), (v), (vi) and (xx) of the Events of Default section of the OpCo DIP Term Sheet and (B) the occurrence and continuation of any other Event of Default (as defined in the OpCo DIP Term Sheet); provided that, in each case, such

Event of Default has not been waived in accordance with the terms of the OpCo DIP Term Sheet;

(ii) the OpCo Debtors' failure to comply with any material provision of this Interim Order (provided that such failure is not the result of any breach of the OpCo DIP Facility Documents by any of the OpCo DIP Secured Parties) after five (5) business days' notice of such failure from the OpCo DIP Agent to the OpCo Debtors; (iii) the occurrence of the Maturity Date (as defined in OpCo DIP Term Sheet); (iv) the entry of an order authorizing the use of Cash Collateral of the OpCo DIP Lenders or financing under section 364 of the Bankruptcy Code other than pursuant to this Interim Order or the filing by either of the OpCo Debtors of a motion seeking such authority; (v) at the election of the Required OpCo DIP Lenders, the failure to satisfy any of the Milestones (as defined in the OpCo DIP Term Sheet) on the applicable date of such Milestone; (vi) the filing of a plan or disclosure statement (other than one that has been approved by the Required Consenting Lenders (as defined in the Restructuring Support Agreement) in consultation with the Consenting RC Ad Hoc Group Lenders (as defined in the Restructuring Support Agreement)) by the OpCo Debtors which does not provide for the payment in full, in cash of the OpCo DIP Obligations and the Prepetition OpCo First Lien Obligations; and (vii) termination of the Restructuring Support Agreement.

13. Remedies Upon a DIP Termination Event. The OpCo Debtors shall immediately provide notice to counsel to each of the OpCo DIP Agent, the OpCo DIP Lenders and the Prepetition OpCo First Lien Agent of the occurrence of any DIP Termination Event. Upon the occurrence of a DIP Termination Event (regardless of whether the OpCo Debtors have given the notice described in the previous sentence), the commitment of each OpCo DIP Lender to make New Money OpCo DIP Loans will be terminated to the extent any such commitment remains under the OpCo DIP Facility and the OpCo DIP Obligations or the Adequate Protection

Obligations shall accelerate and become due and payable in full, and, following the giving of five (5) days' written notice (the "Notice Period"), which may be by email (the "Enforcement Notice"), by the OpCo DIP Agent (at the direction of the Required OpCo DIP Lenders) to counsel to the OpCo Debtors, the U.S. Trustee, and counsel to any official committee of unsecured creditors, (i) the use of Cash Collateral shall terminate, (ii) the OpCo DIP Agent, acting at the direction of the Required OpCo DIP Lenders, may seek an expedited hearing to seek relief from the automatic stay to foreclose upon the OpCo DIP Collateral and enforce any other rights and remedies against the OpCo DIP Collateral available to it under this Interim Order, the OpCo DIP Term Sheet, the other OpCo DIP Facility Documents and applicable non-bankruptcy law, and (iii) the Prepetition OpCo Secured Parties may seek to exercise any rights and remedies to satisfy the Adequate Protection Claims and any other Adequate Protection Obligations, subject to the OpCo DIP Liens, the DIP Superpriority Claims and the Carve Out. The automatic stay pursuant to section 362 of the Bankruptcy Code shall be automatically terminated to (1) permit the OpCo DIP Agent to deliver the Enforcement Notice, (ii) terminate the OpCo DIP Commitments and accelerate the OpCo DIP Obligations, and (iii) terminate the use of Cash Collateral at the end of the Notice Period. The OpCo Debtors, the OpCo DIP Secured Parties, and the Prepetition OpCo Secured Parties agree not to oppose a request by any party for an expedited hearing filed during such Notice Period.

14. No Waiver for Failure to Seek Relief. The failure or delay of the OpCo Debtors, the OpCo DIP Secured Parties, or any of the Prepetition OpCo Secured Parties to exercise rights and remedies under this Interim Order, the OpCo DIP Facility Documents, the Prepetition OpCo First Lien Credit Agreement, the HoldCo Guarantee, the other Prepetition OpCo First Lien Credit Documents or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

15. Preservation of Rights Granted Under this Interim Order.

(a) Subject to the Carve Out, other than as set forth in this Interim Order, none of the OpCo DIP Liens, the Adequate Protection Liens or the Prepetition OpCo First Liens shall be made subject to or *pari passu* with any lien or security interest granted in any of the OpCo Chapter 11 Cases or arising after the Petition Date, and none of the OpCo DIP Liens, the Adequate Protection Liens or the Prepetition OpCo First Liens shall be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the OpCo Debtors' estates under section 551 of the Bankruptcy Code.

(b) In the event this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, the validity and priority of any liens or claims granted to the OpCo DIP Secured Parties and the Prepetition OpCo Secured Parties hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the OpCo DIP Secured Parties and the Prepetition OpCo Secured Parties shall be entitled to the protections afforded by sections 364(e) and 363(m) of the Bankruptcy Code, as applicable, with respect to all uses of the OpCo DIP Collateral, the Prepetition Collateral (including the Cash Collateral) and all Adequate Protection Obligations.

(c) Subject to the Carve Out, unless and until all OpCo DIP Obligations and Adequate Protection Obligations are indefeasibly paid in full, in cash, and all commitments under the OpCo DIP Facility are otherwise terminated in accordance with the terms thereof, the OpCo Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly:

(i) except as permitted under the OpCo DIP Facility Documents, or with the prior written consent

of the OpCo DIP Agent and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) (x) any modification, stay, vacatur, or amendment of this Interim Order, (y) a priority claim for any administrative expense, secured claim or unsecured claim against either of the OpCo Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in sections 503(b), 507(a), or 507(b) of the Bankruptcy Code) in either of the OpCo Chapter 11 Cases, equal or superior to the DIP Superpriority Claims or the Adequate Protection Claims (or the liens and security interests securing such claims and obligations or the Prepetition OpCo First Lien Obligations), or (z) any other order allowing use of the OpCo DIP Collateral or the Adequate Protection Collateral; (ii) except as permitted in the OpCo DIP Facility Documents or with the prior written consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), any lien on any of the OpCo DIP Collateral, the Adequate Protection Collateral or the Prepetition Collateral with priority equal or superior to the OpCo DIP Liens, the Adequate Protection Liens or the Prepetition OpCo First Liens, as the case may be; (iii) the use of Cash Collateral for any purpose other than as permitted in the OpCo DIP Facility Documents or this Interim Order; (iv) an order converting or dismissing either of the OpCo Chapter 11 Cases; (v) an order appointing a chapter 11 trustee in either of the OpCo Chapter 11 Cases; or (vi) an order appointing an examiner with expanded powers in either of the OpCo Chapter 11 Cases. Each OpCo Debtor irrevocably waives any right to seek any amendment, modification or extension of this Interim Order without the prior written consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), and no such consent shall be implied by any action, inaction or acquiescence of the Required Consenting Lenders.

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

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

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

16. Good Faith Under Sections 364(e) and 363(m) of the Bankruptcy Code; No Modification or Stay of this Interim Order. The OpCo DIP Secured Parties and the Prepetition OpCo Secured Parties, have acted in good faith in connection with this Interim Order and are entitled to rely upon the protections granted herein and by sections 364(e) and 363(m) of the Bankruptcy Code, as applicable. Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, and in accordance with sections 364(e) or 363(m) of the Bankruptcy Code, in the event any or all of the provisions of this Interim Order are hereafter modified, amended or vacated by a subsequent order of this Court or any other court, the OpCo DIP Secured Parties and the Prepetition OpCo Secured Parties are entitled to the protections

provided in sections 364(e) or 363(m) of the Bankruptcy Code, as applicable. Any such modification, amendment or vacatur shall not affect the validity and enforceability of any advances previously made or made hereunder, or lien, claim or priority authorized or created hereby.

17. Expenses and Indemnification.

(a) The OpCo Debtors are authorized and directed to pay, without further Court order, the reasonable and documented fees and expenses whether incurred before or after the Petition Date of (i) professionals retained by the OpCo DIP Secured Parties and the TL Ad Hoc Group, including but not limited to (A) Akin Gump Strauss Hauer & Feld LLP, as counsel, (B) Greenhill & Co., Inc., as financial advisor, (C) OnMessage Public Strategy (OMPS), as policy advisor, (D) Robbins Alloy Belinfante Littlefield LLC, as regulatory counsel, (E) Cole Schotz P.C., as Delaware counsel, and (F) Prairie Peak LLC, as operational advisor; (ii) professionals retained by the RC Ad Hoc Group, including (A) Latham & Watkins LLP, as counsel, (B) McGuireWoods LLP, as counsel to Capital One N.A. solely with respect to reasonable and documented prepetition fees and expenses and subject to the fee caps set out in the OpCo DIP Commitment Letter and Term Sheet, and (C) Crowell & Moring LLP, as counsel to Keybank National Association solely with respect to reasonable and documented prepetition fees and expenses and subject to the fee caps set out in the OpCo DIP Commitment Letter and Term Sheet; and (iii) professionals retained by the OpCo DIP Agent and the Prepetition OpCo First Lien Agent, including but not limited to (A) ArentFox Schiff LLP, as counsel, and (B) Potter Anderson & Corroon LLP, as Delaware counsel (collectively, the “OpCo Lender Professionals”). The OpCo Lender Professionals shall not be required to file motions or applications with respect to the fees incurred by the OpCo Lender Professionals (the “OpCo Lender Professionals Fees”); *provided, however* that any time such professionals seek payment of fees and expenses from the OpCo

Debtors, each professional shall provide summary copies of its fee and expense statements or invoices (which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine) to counsel to the OpCo Debtors, the U.S. Trustee and counsel to any official committee of unsecured creditors (collectively, the “Fee Notice Parties”). If no objection to payment of the requested OpCo Lender Professional Fees and expenses is made, in writing, by any of the Fee Notice Parties within ten (10) calendar days after delivery of such invoices (the “Fee Objection Period”), then such invoice shall be promptly paid, without further order of, or application to, the Court or notice to any other party, and, in any case, within five (5) calendar days following the expiration of the Fee Objection Period and shall not be subject to any further review, challenge, or disgorgement. For the avoidance of doubt, the provisions of such invoices shall not constitute a waiver of attorney-client privilege or any benefits of the attorney work product doctrine. If within the Fee Objection Period, a Fee Notice Party sends to the affected professional and files with the Court a written objection to such invoice, then only the disputed portion of such OpCo Lender Professionals Fees shall not be paid until the objection is resolved by the applicable parties in good faith or by order of the Court, and any undisputed portion shall be paid within five (5) calendar days following the expiration of the Fee Objection Period.

(b) In addition, the OpCo Debtors will indemnify the OpCo DIP Lenders, the OpCo DIP Agent and their respective affiliates, and hold them harmless from and against all reasonable and documented out-of-pocket costs, expenses and liabilities arising out of or relating

to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the OpCo DIP Facility in accordance with, and subject to the limitations of, the OpCo DIP Facility Documents.

18. Limitation on Use of OpCo DIP Facility Proceeds, OpCo DIP Collateral, and Cash Collateral.

(a) Investigation. Subject to Paragraph 19, none of the OpCo DIP Facility, the OpCo DIP Collateral, the Prepetition Collateral or the proceeds thereof, including Cash Collateral, or the Carve Out may be used: (i) to investigate, initiate, prosecute, join, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, or other litigation of any type (a) against any of the OpCo DIP Secured Parties or the Prepetition OpCo Secured Parties (each in their capacities as such) under the OpCo DIP Facility Documents, this Interim Order or the Prepetition OpCo First Lien Credit Documents, including, without limitation, for the payment of any services rendered by the professionals retained by the OpCo Debtors or any official committee of unsecured creditors in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of any of the OpCo DIP Secured Parties or the Prepetition OpCo Secured Parties to recover on the OpCo DIP Collateral or the Prepetition Collateral, or seeking affirmative relief against any of the OpCo DIP Agent, the OpCo DIP Lenders or the Prepetition OpCo Secured Parties related to the OpCo DIP Obligations, or the Prepetition OpCo First Lien Obligations, (b) seeking to invalidate, set aside, avoid or subordinate, in whole or in part, the OpCo DIP Obligations, the DIP Superpriority Claims, or the OpCo DIP Agent's and the OpCo DIP Lenders'

liens or security interests in the OpCo DIP Collateral or the Prepetition OpCo First Lien Obligations or the Prepetition OpCo First Liens or (c) for monetary, injunctive, or other affirmative relief against the OpCo DIP Agent, the OpCo DIP Lenders or the Prepetition OpCo Secured Parties (each in their capacities as such), or their respective liens on or security interests in the OpCo DIP Collateral or the Prepetition Collateral, the DIP Superpriority Claims, the Adequate Protection Obligations or the Prepetition First Lien Obligations that would impair the ability of any of the OpCo DIP Agent, the OpCo DIP Lenders, or the Prepetition OpCo Secured Parties to assert or enforce any lien, claim, right or security interest or to realize or recover on the OpCo DIP Obligations, the Adequate Protection Obligations or the Prepetition OpCo First Lien Obligations to the extent permitted or provided hereunder; (ii) for objecting to or challenging in any way the legality, validity, extent, priority, perfection or enforceability of the claims, liens, or interests (including the Prepetition OpCo First Liens) held by or on behalf of each of the Prepetition OpCo Secured Parties related to the Prepetition OpCo First Lien Obligations or the Adequate Protection Obligations or by or on behalf of the OpCo DIP Secured Parties related to the OpCo DIP Obligations; (iii) for asserting, commencing or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to the OpCo DIP Obligations, the DIP Superpriority Claims, the OpCo DIP Liens, the Adequate Protection Liens, the Prepetition OpCo First Lien Obligations, or the Prepetition OpCo First Liens; and (iv) for prosecuting an objection to, contesting in any manner or raising any defenses to, the validity, extent, amount, perfection, priority or enforceability of: (x) any of the OpCo DIP Liens, the DIP Superpriority Claims or any other rights or interests of the OpCo DIP Agent or the DIP Lenders related to the OpCo DIP Obligations or the OpCo DIP Liens or (y) any of the Adequate Protection Obligations or the Prepetition OpCo First Liens or any other rights or interests of any of the

Prepetition OpCo Secured Parties related to the Prepetition OpCo First Lien Obligations; *provided* that up to \$50,000 of aggregate proceeds of the OpCo DIP Facility or the Cash Collateral may be used by any official committee of unsecured creditors appointed in the OpCo Chapter 11 Cases to investigate the validity, security, perfection, priority, extent or enforceability of any amount due under, or the liens or claims granted under or in connection with, the Prepetition OpCo First Lien Credit Agreement (and other potential claims, counterclaims, causes of action or defenses against the Prepetition OpCo Secured Parties), solely with respect to the Prepetition OpCo First Lien Credit Documents, the Prepetition OpCo First Lien Obligations and the Prepetition Collateral within the Challenge Period (such proceeds, the “Investigation Expenses”).

(b) Committee Fees. Other than with respect to the Investigation Expenses, none of the OpCo DIP Facility, the OpCo DIP Collateral, the Prepetition Collateral or the proceeds thereof, including Cash Collateral, or the Carve Out may be used for payment of fees and expenses associated with any official unsecured creditors’ committee appointed in the OpCo Chapter 11 Cases and any amounts in excess thereof shall not be allowed as administrative expenses or otherwise in the OpCo Chapter 11 Cases, and payment of such fees and expenses shall be the sole responsibility of Holdings.

(c) Holdings Costs and Fees. None of the OpCo DIP Facility, the OpCo DIP Collateral, the Prepetition Collateral or the proceeds thereof, including Cash Collateral, or the Carve Out, other than up to \$2 million of the OpCo DIP Facility used to fund the Holdings DIP Facility in accordance with the Holdings DIP Order (if applicable), shall be used in any way to or for the benefit of Holdings or the Holdings’ chapter 11 cases, including without limitation for any (a) working capital and general corporate purposes of Holdings, including for the payment of professional fees incurred prior to and after the Petition Date, (b) bankruptcy-related costs and

expenses, (c) costs and expenses related to any debtor in possession financing facility incurred by Holdings, or (d) other purposes not specifically on a line-item basis set forth in the Approved OpCo DIP Budget (it being understood that, in any event, Existing Consulting Agreement Payments (as defined in the OpCo DIP Term Sheet) shall be permitted). The Debtors' Retained Professionals shall allocate all fees and expenses incurred in connection with the OpCo Chapter 11 Cases between Holdings and the OpCo Debtors, and only the fees incurred in connection with representation of the OpCo Debtors and allowed by this Court shall be payable from the OpCo DIP Facility, the OpCo DIP Collateral, the Prepetition Collateral or the proceeds thereof.

19. Effect of Stipulations on Third Parties.

(a) The acknowledgments, stipulations, admissions, waivers and releases contained herein shall be binding upon the OpCo Debtors, their estates, and any successor or assigns thereto upon entry of this Interim Order. The acknowledgments, stipulations, admissions, waivers and releases contained in this Interim Order shall also be binding upon all other parties in interest, including any official committee of unsecured creditors appointed in the OpCo Chapter 11 Cases, or any Trustee, unless (i) such party, having obtained the requisite standing, has duly filed an adversary proceeding or contested matter challenging the validity, perfection, priority, extent, or enforceability of the Prepetition OpCo First Liens or the Prepetition OpCo First Lien Obligations, or otherwise asserting or prosecuting any other claims, counterclaims or causes of action, objections, contests, or defenses (each, a "Challenge") against the Prepetition OpCo Secured Parties in connection with any matter related to the Prepetition OpCo First Lien Credit Agreement, the HoldCo Guarantee, the other Prepetition OpCo First Lien Credit Documents, the Prepetition Collateral, the Prepetition OpCo First Liens, or the Prepetition OpCo First Lien Obligations by no later than the earlier of (A) commencement of a hearing to consider the

confirmation of a chapter 11 plan for the OpCo Debtors, (B) entry of an order under section 363 of the Bankruptcy Code approving the sale of all or substantially all of the OpCo Debtors' assets or (C) 75 calendar days from the entry of this Interim Order, subject to further written extension (which writing may be in the form of e-mail by counsel) by the Prepetition OpCo First Lien Agent (at the direction of the requisite Prepetition OpCo First Lien Lenders in accordance with the Prepetition OpCo First Lien Credit Agreement) and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) (the "Challenge Period"); *provided* that in the event that, prior to the expiration of the Challenge Period, (x) either of the OpCo Debtors' Chapter 11 Cases is converted to a Successor Case or (y) a Trustee is appointed, then, in each such case, the Challenge Period shall be extended for a period of 30 days solely with respect to any Trustee, commencing on the occurrence of either of the events described in the foregoing clauses (x) and (y); and (ii) an order is entered by a court of competent jurisdiction and becomes final and non-appealable in favor of the plaintiff sustaining any Challenge in such duly filed adversary proceeding.

(b) If no Challenge is timely filed prior to the expiration of the Challenge Period, without further order of this Court: (x) the Prepetition OpCo First Lien Obligations shall constitute allowed claims, not subject to any Challenge (whether characterized as a counterclaim, setoff, subordination, recharacterization, defense, avoidance, contest, attack, objection, recoupment, reclassification, reduction, disallowance, recovery, disgorgement, attachment, "claim" (as defined by section 101(5) of the Bankruptcy Code), impairment, subordination (whether equitable, contractual or otherwise), or other challenge of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law), for all purposes in the OpCo Chapter 11 Cases and any subsequent chapter 7 cases, if any; (y) the Prepetition OpCo First Liens shall be

deemed to have been, as of the Petition Date, legal, valid, binding, perfected, non-avoidable liens, not subject to setoff, subordination, defense, avoidance, impairment, disallowance, recharacterization, reduction, recoupment, or recovery; and (z) the Prepetition OpCo First Lien Obligations, the Prepetition OpCo First Liens on the Prepetition Collateral and the Prepetition OpCo Secured Parties (in their capacities as such) shall not be subject to any other or further Challenge and all parties in interest shall be forever enjoined and barred from seeking to exercise the rights of the OpCo Debtors' estates or taking any such action, including any successor thereto (including any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period).

(c) If no Challenge is timely filed by a party with requisite standing as provided above prior to the expiration of the Challenge Period, (i) the stipulations and admissions contained in this Interim Order shall nonetheless remain binding and preclusive on all other parties in interest, including any Trustee, except with respect to any party that timely files a Challenge and solely as to any stipulations or admissions that are specifically and expressly challenged in such adversary proceeding or contested matter *provided* that the filing of a motion by any official committee of unsecured creditors seeking standing with respect to a Challenge, attaching a draft of the complaint setting forth such Challenge, shall toll any such committee's or party's Challenge Period in respect of such Challenge, solely as to any stipulations or admissions that are specifically and expressly challenged in such adversary proceeding or contested matter, until the date that is one business day after the entry of an order of the Court (which order, on request of any party, will be issued within 14 days of the filing of the Motion) ruling on such standing motion with respect to such Challenge (or to such later date as agreed by the challenging party, the OpCo Debtors, and the Prepetition OpCo First Lien Agent); and (ii) any Challenge not brought in such adversary

proceeding or contested matter shall be forever barred; *provided* that, if and to the extent any challenges to a particular stipulation or admission are withdrawn, denied or overruled, such stipulation also shall be binding on the OpCo Debtors' estates and all parties in interest. For the avoidance of doubt, none of the Prepetition Collateral, including the Cash Collateral (including any proceeds thereof) shall be used to fund any professional fees or expenses of any party in connection with any Challenge whether pursuant to this Interim Order or otherwise.

(d) Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including any official committee of unsecured creditors, standing or authority to pursue any claims or causes of action belonging to the OpCo Debtors or their estates, including, without limitation, any challenge with respect to the Prepetition OpCo First Lien Credit Agreement or the Prepetition OpCo First Lien Obligations.

20. Release. Effective upon entry of this Interim Order, subject to the rights of parties in interest, other than the OpCo Debtors and the OpCo Debtors' estates, pursuant to Paragraphs 18 and 19 of this Interim Order, each of the OpCo Debtors and the OpCo Debtors' estates, on its own behalf and on behalf of its past, present, and future predecessors, successors, heirs, subsidiaries, and assigns, hereby absolutely, unconditionally, and irrevocably releases and forever discharges and acquits the OpCo DIP Secured Parties, and effective upon entry of the Final Order, the Prepetition OpCo Secured Parties and their respective affiliates and each of their respective former or current officers, partners, directors, managers, owners, members, principals, employees, agents, related funds, investors, financing sources, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, solely in their capacities as such (collectively, the "Released Parties"), from any and all obligations and liabilities to the OpCo Debtors (and their successors and assigns) and from

any and all claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions, and causes of action arising prior to the Petition Date of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract tort or under any state or federal law or otherwise, arising out of or related to the OpCo DIP Facility, the OpCo DIP Obligations, the OpCo DIP Liens, the OpCo DIP Facility Documents, the Prepetition OpCo Credit Facility, the Prepetition OpCo First Lien Obligations, the Prepetition OpCo First Liens, the obligations owing and the financial obligations made thereunder, the negotiation of any of the foregoing and the agreement reflected thereby, in each case that the OpCo Debtors at any time had, now have or may have, or that their successors or assigns hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause, or thing whatsoever arising at any time on or prior to the date of this Interim Order; *provided* that nothing herein shall relieve the Released Parties from fulfilling their obligations under the OpCo DIP Facility Documents and this Interim Order.

21. Insurance. At all times the OpCo Debtors shall maintain casualty and loss insurance coverage for the Prepetition Collateral and the OpCo DIP Collateral on substantially the same basis as maintained prior to the Petition Date. Upon entry of this Interim Order, the OpCo DIP Agent is, and will be deemed to be, without any further action or notice, named as an additional insured and lender's loss payee on each insurance policy maintained by the OpCo Debtors which in any way relates to the OpCo DIP Collateral.

22. Credit Bidding. (i) The OpCo DIP Agent, or any assignee or designee of the OpCo DIP Agent, acting at the direction of the Required OpCo DIP Lenders and on behalf of the OpCo

DIP Lenders shall have the unqualified and unconditional right to credit bid up to the full amount of any obligations arising in connection with (x) the New Money OpCo DIP Loans and (y) subject to section 363 of the Bankruptcy Code, the Rolled OpCo DIP Term Loans, in each case, in any sale of any of the OpCo Debtors' assets, including pursuant to (a) section 363 of the Bankruptcy Code, (b) a plan of reorganization or a plan of liquidation under section 1129 of the Bankruptcy Code, or (c) a sale or disposition by a chapter 7 trustee for any OpCo Debtor under section 725 of the Bankruptcy Code and (ii) the Prepetition OpCo First Lien Agent (on behalf, and at the direction, of the Prepetition OpCo First Lien Lenders pursuant to the Prepetition OpCo First Lien Credit Agreements) shall have the unqualified and unconditional right to credit bid, subject to section 363(k) of the Bankruptcy Code, (x) up to the full amount of the Prepetition OpCo First Lien Obligations and (y) the Adequate Protection Obligations in the sale or other disposition of any assets of the OpCo Debtors, including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code, in each case, pursuant to a plan of reorganization or liquidation or by a chapter 7 trustee in a chapter 7 proceeding, and each OpCo DIP Secured Party shall automatically be deemed a "qualified bidder" with respect to any disposition of assets by the OpCo Debtors under or pursuant to (a) section 363 of the Bankruptcy Code, (b) a plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or (c) a sale or disposition by a chapter 7 trustee for any of the OpCo Debtors under section 725 of the Bankruptcy Code. The OpCo DIP Agent, at the direction of the Required OpCo DIP Lenders and on behalf of the OpCo DIP Lenders, and the Prepetition OpCo First Lien Agent at the direction of the requisite Prepetition OpCo First Lien Lenders pursuant to the Prepetition OpCo First Lien Credit Agreements and on behalf of the Prepetition OpCo First Lien Lenders, shall have the absolute right to assign, sell, or otherwise dispose of its right to credit bid in connection with any credit bid by or on behalf of the

OpCo DIP Secured Parties or Prepetition OpCo Secured Parties, as applicable, to any acquisition entity or joint venture formed in connection with such bid.

23. Refinancing of Certain Prepetition OpCo First Lien Obligations. The roll-up of certain of the Prepetition OpCo First Lien Obligations into the Interim Rolled OpCo DIP Term Loans will be immediate, automatic, and, subject to the rights of parties in interest pursuant to Paragraphs 18 and 19 of this Interim Order other than the OpCo Debtors, irrevocable, except as otherwise provided in this Interim Order and the OpCo DIP Term Sheet, and the Interim Rolled OpCo DIP Term Loans shall be entitled to all the priorities, privileges, rights, and other benefits afforded to the other OpCo DIP Obligations under this Interim Order and the OpCo DIP Facility Documents. The conversion of Prepetition OpCo First Lien Obligations into the Interim Rolled OpCo DIP Term Loans as described in this Paragraph 23 shall be authorized as compensation for, in consideration for, as a necessary inducement for, and on account of the agreement of the OpCo DIP Lenders to fund amounts under the OpCo DIP Facility and not as payments under, adequate protection for, or otherwise on account of, any Prepetition OpCo First Lien Obligations.

24. Limitation on Charging Expenses. Subject to and effective upon entry of the Final Order, and except to the extent of the Carve Out, no costs or expenses of administration of the OpCo Chapter 11 Cases or any Successor Cases at any time, including, without limitation, any costs and expenses incurred in connection with the preservation, protection, or enhancement of realization by the Prepetition OpCo Secured Parties, respectively, upon the Prepetition Collateral, shall be charged against or recovered from the Prepetition Collateral or the OpCo DIP Collateral, whether pursuant to section 506(c) of the Bankruptcy Code, any other legal or equitable doctrine (including unjust enrichment) or otherwise, without the prior written consent of the OpCo DIP Agent, the Required OpCo DIP Lenders with respect to the OpCo DIP Collateral and the requisite

Prepetition OpCo Secured Parties under the Prepetition OpCo First Lien Credit Documents with respect to the Prepetition Collateral, as applicable, and no such consent shall be implied, directly or indirectly, from anything contained in this Interim Order (including, without limitation, consent to the Carve Out or the approval of any budget hereunder) or from any other action, inaction, or acquiescence by any of the OpCo DIP Secured Parties and the Prepetition OpCo Secured Parties.

25. No Marshaling; Section 552(b) Waiver. Subject to and effective upon entry of the Final Order, in no event shall the OpCo DIP Agent, the OpCo DIP Lenders, the Prepetition OpCo First Lien Agent or the Prepetition OpCo Secured Parties be subject to the equitable doctrine of “marshaling” or any similar doctrine with respect to the OpCo DIP Collateral, Adequate Protection Collateral, Adequate Protection Obligations, Prepetition Collateral or the Prepetition OpCo First Lien Obligations, and all proceeds shall be received and applied in accordance with the OpCo DIP Facility Documents, Prepetition OpCo First Lien Credit Documents and this Interim Order. Each of the OpCo DIP Secured Parties and the Prepetition OpCo Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and, subject to entry of the Final Order granting such relief, in no event shall the “equities of the case” exception in section 552(b) of the Bankruptcy Code apply to the OpCo DIP Secured Parties, the OpCo DIP Collateral, Prepetition OpCo Secured Parties or the Prepetition Collateral.

26. Binding Effect; Successors and Assigns. The provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in the OpCo Chapter 11 Cases, including, without limitation, the OpCo DIP Secured Parties, the Prepetition OpCo Secured Parties, any official committee of unsecured creditors, and the OpCo Debtors and their respective successors and assigns (including any Trustee hereinafter appointed or elected for the estate of any of the OpCo Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or

any other fiduciary appointed as a legal representative of any of the OpCo Debtors or with respect to the property of the estate of any of the OpCo Debtors) and shall inure to the benefit of the OpCo DIP Secured Parties or the Prepetition OpCo Secured Parties, *provided* that the OpCo DIP Secured Parties or the Prepetition OpCo Secured Parties shall have no obligation to permit the use of proceeds of the OpCo DIP Facility or any Prepetition Collateral or OpCo DIP Collateral, including Cash Collateral, or to extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the OpCo Debtors.

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

28. Master Proofs of Claim. Notwithstanding anything to the contrary in the Motion or this Interim Order, the Prepetition OpCo First Lien Agent is authorized, but not directed or

required, to file one master proof of claim on behalf of themselves and the other Prepetition OpCo Secured Parties, as applicable, on account of any and all of the respective claims arising under the Prepetition OpCo First Lien Credit Agreement, the HoldCo Guarantee, the other Prepetition OpCo First Lien Credit Documents or hereunder (each, a “Master Proof of Claim”). For administrative convenience, any such Master Proof of Claim authorized herein may be filed in the case of Debtor Lucky Bucks with respect to all amounts asserted in such Master Proof of Claim, and such Master Proof of Claim shall be deemed to be filed and asserted by the applicable entity or entities against each OpCo Debtor asserted to be liable for the applicable claim. For the avoidance of doubt, the provisions set forth in this paragraph and any Master Proof of Claim filed pursuant to the terms hereof are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party in interest or their respective successors in interest, including, without limitation, the numerosity requirements set forth in section 1126 of the Bankruptcy Code. The Prepetition OpCo First Lien Agent shall not be required to attach any instruments, agreements, or other documents evidencing the obligations owing by each of the OpCo Debtors, which instruments, agreements, or other documents will be provided upon written request to counsel to the Prepetition OpCo First Lien Agent.

29. Automatic Stay Modified. The automatic stay shall be modified and lifted to the extent necessary to permit the OpCo DIP Agent, the OpCo DIP Lenders or the Prepetition OpCo Secured Parties, as applicable, to provide any notices to the OpCo Debtors or take any other action as contemplated by and in accordance with this Interim Order.

30. Information and Other Covenants. The OpCo Debtors shall comply in all material respects with the reporting requirements and all other affirmative covenants set forth in the OpCo DIP Facility Documents. The OpCo Debtors shall maintain their cash management system

consistent with the terms and conditions of any interim and/or final order approving the Cash Management Motion, which order shall be in the form and substance reasonably acceptable to the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders).

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

32. Effectiveness. This Interim Order shall constitute findings of fact and conclusions of law and shall take effect as of the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9024 or any other Bankruptcy Rule or Local Rule or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

33. Headings. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order.

34. Interim Order Governs. In the event of any inconsistency between the provisions of the OpCo DIP Facility Documents and this Interim Order, the provisions of this Interim Order shall govern.

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

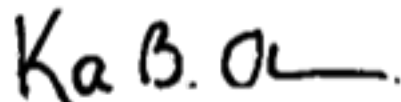
36. Holdings Reservation. Nothing in this Interim Order shall be read to create any claim, charge, obligation or liability of, or authorize or approve incurrence of any obligation or payment by, Holdings absent further order of the Court.

37. Final Hearing. The Final Hearing on the Motion, if required, shall be held on **July 17, 2023, at 10:00 a.m., prevailing Eastern Time**; provided that the Final Hearing may be adjourned or otherwise postponed upon the OpCo Debtors filing a notice of such adjournment with the consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders). The OpCo Debtors shall provide notice of the Final Hearing, the Motion and Interim Order in accordance with the Local Rules to all parties having been given notice of the Interim Hearing and to any other party entitled to notice pursuant to Local Rule 9013-(m) and Bankruptcy Rule 2002. Any objections or responses to entry of the Final Order shall be filed on or before **4:00 p.m., prevailing Eastern Time, on July 3, 2023** and shall be served upon: (i) the Debtors, 5820 Live Oak Parkway, Suite 300, Norcross, Georgia 30071; (ii) counsel to the Debtors, (a) Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attn: Dennis F. Dunne, Esq. (DDunne@Milbank.com), and Tyson M. Lomazow, Esq. (TLomazow@Milbank.com), and (b) Richards, Layton, & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Russell C. Silberglied, Esq. (silberglied@rlf.com) and David T. Queroli, Esq. (queroli@rlf.com); (iii) counsel to the Prepetition OpCo Secured Parties, (a) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036 (Attn: Philip C. Dublin (pdublin@akingump.com), Sara Brauner (sbrauner@akingump.com), and Anna Kordas (akordas@akingump.com)), and (b) Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801 (Attn: Justin Alberto (jalberto@coleschotz.com)); (iv) counsel to the RC Ad Hoc Group, Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020

(Attn: Adam Goldberg (adam.goldberg@lw.com) and Brian S. Rosen (brian.rosen@lw.com)); (v) counsel to the Prepetition OpCo First Lien Agent, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, NY 10019 (Attn: Jeffrey R. Gleit (Jeffrey.gleit@afslaw.com)); (vi) counsel to the Creditors' Committee, if any; and (vii) the Office of the U.S. Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 King Street, Room 2207, Wilmington, DE 19801, (Attn: Jane M. Leamy (jane.m.leafy@usdoj.gov)).

38. Retention of Jurisdiction. The Court shall retain jurisdiction to resolve any and all disputes arising under or related to the provisions of this Interim Order, and to enforce all of the conditions of this Interim Order.

Dated: June 13th, 2023
Wilmington, Delaware

Handwritten signature of Karen B. Owens in black ink.

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Approved OpCo DIP Budget

[illegible]