

SIDLEY AUSTIN LLP
Thomas R. Califano (24122825)
Jeri Leigh Miller (24102176)
2021 McKinney Avenue, Suite 2000
Dallas, Texas 75201
Telephone: (214) 981-3300
Facsimile: (214) 981-3400
Email: tom.califano@sidley.com
jeri.miller@sidley.com

SIDLEY AUSTIN LLP
Stephen E. Hessler (admitted *pro hac vice*)
Patrick Venter (admitted *pro hac vice*)
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 839-5300
Facsimile: (212) 839-5599
Email: shessler@sidley.com
pventer@sidley.com

*Attorneys for the Debtor
and Debtor in Possession*

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

In re:

MERIT STREET MEDIA, INC.,¹

Debtor.

Chapter 11

Case No. 25-80156 (SWE)

(Emergency Hearing Requested)

**DEBTOR'S EMERGENCY MOTION FOR ENTRY
OF SECOND INTERIM ORDER (I) AUTHORIZING POSTPETITION FINANCING ON
AN UNSECURED ADMINISTRATIVE BASIS; AND
(II) GRANTING RELATED RELIEF**

Emergency relief has been requested. Relief is requested not later than September 4, 2025, at 1:00 p.m. (CT).

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

A hearing will be conducted on this matter on Thursday, September 4, 2025, at 1:00 p.m. (CT) in Courtroom #3, 14th Floor, 1100 Commerce Street, Dallas, TX 75242-1496. You may participate in the hearing by an audio and video connection only.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at 1-650-479-3207. Video communication will be by the use of the Cisco WebEx platform. Connect via

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

the Cisco WebEx application or click the link on Judge Everett's home page. The meeting code is 476 420 189. Click the settings icon in the upper right corner and enter your name under the personal information setting.

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

Merit Street Media, Inc., as debtor and debtor in possession (the "Debtor") in the above-captioned chapter 11 case, hereby submits this motion (this "Motion") for entry of an interim order² (a) authorizing the Debtor to incur \$10.0 million of unsecured financing on an unsecured administrative basis (the "Unsecured DIP Facility"); and (b) scheduling a hearing to consider approval of the motion on a final basis. In support of this Motion, the Debtor relies upon the *Declaration of Gary Broadbent, Chief Restructuring Officer of the Debtor, in Support of the Debtor's Chapter 11 Proceeding* [Docket No. 14] (the "First Day Declaration"), which is incorporated herein by reference.³ In further support of this Motion, the Debtor states as follows:

PRELIMINARY STATEMENT

1. The Debtor commenced this Chapter 11 Case on July 2, 2025 (the "Petition Date") and has been working tirelessly to stabilize and preserve the stability of the Chapter 11 Case despite challenges to the Debtor's business operations and a delayed case timeline.

2. Notwithstanding the continued litigation advanced by Professional Bull Riders LLC ("PBR") and Trinity Broadcasting Network of Texas, Inc. ("TBN"), the Debtor, the Official Committee of Unsecured Creditors (the "Committee"), and Peteski Productions, Inc. ("Peteski"), and in its capacity as DIP lender, the "DIP Lender") have continued to have fruitful discussions

² For the avoidance of doubt, on August 13, 2024, the Debtor filed a *Notice of Filing of Second Interim DIP Order* [Docket No. 222] intended to cover operational expenses. However, the Debtor unexpectedly received funds (including, *inter alia*, from returned security deposits on unused corporate credit cards) that obviated the need for the funding contemplated by the proposed form of order.

³ Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the First Day Declaration and the Interim DIP Order (as defined below).

regarding the path forward, including the key terms of a chapter 11 plan, which will be memorialized in the coming days.

3. The Debtor has been unable to secure a hearing for the remainder of its initial secured DIP financing provided by the DIP Lender, with parties expressing concern, *inter alia*, that incurring such financing would provide Peteski with additional amounts of funds to use to support a credit bid or a foreclosure on the debtor's assets, and that the incurrence of secured debt to escrow funds for professionals would have the effect of prejudicing the litigant parties' recovery in the event that the case is converted to chapter 7.⁴

4. To address these concerns and to shift the burden from professionals with mounting administrative costs, the DIP Lender has made an extraordinary concession to the unique needs of this Chapter 11 Case following the adjournment of the items previously slated to be heard at the September 2, 2025, hearing and has agreed to provide funding on an unsecured administrative basis, in an amount sufficient to "catch up" professional fee escrows to reflect accrued professional fee balances to date and fund the same through the scheduled September 16–17, 2025 hearings.⁵ Critically, *this funding is completely cost neutral to the estate and would have no impact on any unsecured creditor recoveries*, either in a chapter 11, or in the event that the Chapter 11 Case is eventually converted to chapter 7.

⁴ See *Transcript of Hearing Held 8/14/25* [Docket No. 231] at 86:10–13 (Counsel for TBN stating, regarding hypothetical DIP financing that provided for professionals' fees, "[i]t can't be four weeks, where at the end of it, the debtor owes somebody ten-million dollars that, notwithstanding their agreement not to credit bid on litigation claims, the DIP liens will still exist."); see also *Order Granting Continuance and Providing Ancillary Relief* [Docket No. 248] at 5 (the Court noting Trinity and PBR's allegations that "the DIP-financing motion should be approved on a further interim basis only for limited operational expenses and not to fund a giant litigation war chest for the Debtor's professionals, which in turn would lien-up the Debtor's assets and potentially allow Peteski to credit bid that debt at the challenged sale process in favor of the competing insider media company.").

⁵ The proposed financing structure of the Unsecured DIP Facility accords with the statements of counsel for PBR. See *Transcript of Hearing Held 8/14/25* at 86:23–87:2 (counsel for PBR stating "[t]here are many other ways and many other terms on which a financing could be provided by the majority shareholder to the debtor that would allow the professional to be paid without impairing the rights of unsecured creditors.").

5. This form of financing addresses the following potential issues:
- a. No Dilution to Unsecured Creditors: The recovery for unsecured creditors is unaffected if the motion to dismiss/convert is granted, as the administrative claims that the Debtor proposes to incur under the Unsecured DIP Facility will be used to repay administrative claims (*i.e.*, administrative claims of professionals) that have already accrued or will accrue.
 - b. Credit Bid: Any potential rights for Peteski to credit bid would not include this additional amount, as it is not secured.
 - c. DIP Protections: Peteski receives no additional recourse to foreclose on the Debtor's existing assets and none of the standard "final DIP order" protections.
 - d. Administrative Insolvency: The estate's administrative insolvency is immediately rectified, as sufficient funding would exist to account for all accrued administrative claims.

6. As such, the Debtor is filing this Motion to seek approval of a \$10.0 million unsecured administrative priority debtor-in-possession financing facility (the "Unsecured DIP Facility") and the loans thereunder, the "Unsecured DIP Facility Loans"), pursuant to the *Summary of Terms and Conditions for Unsecured Administrative DIP Financing and Use of Cash Collateral* attached to as **Exhibit 1** to the Second Interim Order (the "Second Interim DIP Term Sheet").⁶

⁶ The terms of the Unsecured DIP Facility remain subject to ongoing discussion among the Debtor, the Committee, and the DIP Lender.

7. The Unsecured DIP Facility has been negotiated by the DIP Lender (as defined below) the Debtor, and the Committee in good faith, and the Debtor believes that entry into the Unsecured DIP Facility is an exercise of good business judgment.

RELIEF REQUESTED

8. Pursuant to sections 102(1), 105, 362, 363, 364, 503, and 507 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 102(1), 105, 362, 363, 364, 503, and 507 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2002-1, 4001-1(b), and 9013-1 Local Bankruptcy Rules for the Northern District of Texas (the “Local Rules”), the Debtor requests entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Second Interim Order”), granting the relief requested in this Motion.

JURISDICTION AND VENUE

9. The United States Bankruptcy Court for the Northern District of Texas (the “Court”) has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern District of Texas. This is a core proceeding under 28 U.S.C. § 157(b)(2). Venue of this case and this Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

10. The Debtor confirms its consent to the entry of a final order by the Court in connection with this Motion in the event that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

BACKGROUND

11. On the Petition Date, the Debtor filed a voluntary petition for relief under sections 101–1532 of the Bankruptcy Code in this Court. Additional information regarding the Debtor’s

business, capital structure, and the circumstances preceding the Petition Date may be found in the First Day Declaration.

I. The Secured DIP Facility

12. On the Petition Date, the Debtor filed the DIP Motion. On July 3, 2025, the Court entered the *Interim Order (I) Authorizing Post-Petition Financing Secured by Senior Liens; (II) Authorizing the Debtor to Use Cash Collateral; (III) Granting Adequate Protection, and (IV) Granting Related Relief* [Docket No. 35] (the “Interim DIP Order”). The DIP Facility approved by the Court on an interim basis provided for an Interim Advance of \$4.1 million to be used for, among other things, (i) post-petition working capital purposes of the Debtor; (ii) current interest, fees, and expenses under the DIP Facility; (iii) the allowed administrative costs and expenses of the Chapter 11 Case; and/or (iv) as otherwise agreed by the DIP Lender, in each case, in accordance with any Approved Budget.

13. On July 7, 2025, the Debtor drew the Interim Advance in full to make payments as contemplated in the above paragraph. The Final Hearing on the relief requested in the DIP Motion was initially scheduled for July 29, 2025, was continued to August 19, 2025, was further continued to September 2, 2025, and, after another continuance, is currently scheduled to be heard at hearings scheduled for September 16–17, 2025.⁷

II. The Increased Need for DIP Financing

14. Subsequent to entry of the Interim DIP Order, the Debtor, with the assistance of its advisors, has continued to evaluate the Debtor’s postpetition financing needs.

15. The Debtor and the DIP Lender have agreed to a revised DIP Budget, which is attached hereto as **Exhibit B** (the “Second Interim DIP Budget”). After arms’-length and good

⁷ See generally *Order Granting Continuance and Providing Ancillary Relief* [Docket No. 248].

faith discussions, the DIP Lender agreed to provide the Unsecured DIP Facility, on the terms and subject to the conditions of the Second Interim DIP Term Sheet, to ensure that the Debtor can escrow funds sufficient satisfy its obligations to its professionals, and to shift risk of repayment for such accrued claims from the professionals to the DIP Lender. Notably, the DIP Lender has not requested any additional terms or conditions to be added to the Unsecured DIP Facility in exchange for this unsecured commitment.

16. Entry into the Unsecured DIP Facility represents a reasonable exercise of the Debtor's business judgment and is in the best interests of the estate. The Debtor requests that the Court authorize the Debtor to enter into and perform its obligations under the Second Interim DIP Term Sheet and approve the Motion and the Unsecured DIP Facility on an interim and final basis.

SUMMARY TERMS OF UNSECURED DIP FACILITY⁸

17. In accordance with Rules 4001(b)–(d) of the Bankruptcy Rules, the chart below summarizes the material terms of the Unsecured DIP Facility.⁹

Provision	Summary	Location
DIP Borrower	Merit Street Media, Inc., a Texas corporation.	DIP Term Sheet
DIP Lender	Peteski Productions, Inc., a Texas corporation, in its capacity as Lender	DIP Term Sheet
Facility Type and Amount	The DIP Lender will provide to the DIP Borrower a \$10 million unsecured administrative priority credit facility. The Unsecured DIP Facility will be made available in the full amount of \$10,000,000 immediately upon entry of the second interim debtor-in-possession financing order. The DIP Orders and DIP Loan Documents shall be acceptable in form and substance to the DIP Lender in all respects; provided, that this Unsecured DIP Term Sheet and the Second Interim Order shall constitute the DIP Loan Documents with respect to the Unsecured DIP Facility Loans.	DIP Term Sheet

⁸ The terms of the Unsecured DIP Facility remain subject to ongoing discussion among the Debtor, the Committee, and the DIP Lender.

⁹ The following summary of the terms of the Unsecured DIP Facility is qualified entirely by the express terms of the referenced documents, including the Unsecured DIP Term Sheet and the Second Interim Order. If there are any inconsistencies between the summary below and such documents, the terms of such documents shall control. Capitalized terms used but not otherwise defined in this summary chart shall have the meanings ascribed to them in the Unsecured DIP Term Sheet and Second Interim Order, as applicable.

Provision	Summary	Location
Use of Proceeds / Purpose	The Unsecured DIP Facility Loans may be used for: a. the allowed administrative costs and expenses of the Case and the funding of escrow accounts with respect to projected administrative costs and expenses of the estate's professionals; and/or b. as otherwise agreed by the DIP Lender; in each case, in accordance with the Interim Orders or Final Order, as applicable, incorporating the terms hereof.	DIP Term Sheet
Maturity Date	Earliest to occur of (i) the date that is six (6) months after the closing of the DIP Facility and (ii) the effective date of a chapter 11 plan.	DIP Term Sheet
DIP Budget	The Debtor has prepared and delivered to the DIP Lender a budget—a copy of which is attached to this Motion as Exhibit B . The Budget reflects the Debtor's need for the Unsecured DIP Facility	Exhibit B
Interest Rate	[TBD.]	DIP Term Sheet
Default Rate	[TBD.]	DIP Term Sheet
Priority and Security	The claims arising under the Unsecured DIP Facility shall constitute unsecured administrative priority claims against the Debtor and its estate with priority over any and all claims against the Debtor and its estate pursuant to sections 364(b) and 503(b)(1).	DIP Term Sheet; Second Interim Order ¶ 9
Conditions Precedent to Effectiveness / Credit Extensions	The availability of the Second Interim Advance shall be subject to the satisfaction of the following conditions precedent (or waiver thereof by the DIP Lender): a. no later than the Closing Date, the Bankruptcy Court shall have entered the Second Interim Order, which (a) shall be in full force and effect and shall not have been, in whole or in part, vacated, reversed, stayed or set aside, and (b) shall not have been modified or amended in any way adverse to the DIP Lender without the consent of the DIP Lender; b. all of the representations and warranties of the Debtor in this Unsecured DIP Term Sheet or the DIP Loan Documents, as applicable, remain true and correct in all material respects, unless otherwise agreed by the DIP Lender; c. there shall be no defaults or Events of Default (as defined below) as of the Closing Date under this Unsecured DIP Term Sheet or the DIP Loan Documents, as applicable, or any defaults or Events of Default shall have been waived in writing by the DIP Lender or cured pursuant to the terms thereof; and d. no Material Adverse Change shall have occurred since the Petition Date.	DIP Term Sheet
Affirmative Covenants	Substantially similar to the Bridge Loan Agreement, subject to the DIP Orders.	DIP Term Sheet
Negative Covenants	Substantially similar to the Bridge Loan Agreement, subject to the DIP Orders.	DIP Term Sheet
Postpetition Default	Events of Default under the Unsecured DIP Facility shall be the occurrence and continuance of any of the following without the advance written consent of the DIP Lender: i. (a) any DIP Order or material provision thereof is reversed, vacated, stayed or otherwise ceases to be in full force and effect from and after its entry by the Bankruptcy Court or (b) failure of the Debtor to comply in any material respect with the terms of the applicable DIP Orders; ii. the failure of the Debtor to pay (a) when due, any principal (whether at maturity, by acceleration or otherwise) and/or (b) within five (5) business days after coming due, interest, fees or costs due to the DIP Lender;	DIP Term Sheet

Provision	Summary	Location
	iii. the failure of the Debtor to (a) comply in any material respect with any negative covenant or certain other customary affirmative covenants in the Unsecured DIP Term Sheet or DIP Loan Documents or (b) comply in any material respect with any other covenant or agreement contained in this Unsecured DIP Term Sheet subject, in each case, to a grace period of five (5) business days; iv. other than payments authorized by the Bankruptcy Court and which are set forth in an Approved Budget (subject to permitted variances), to the extent authorized by (a) one or more “first day” or other orders reasonably satisfactory to the DIP Lender, or (b) the DIP Orders, the Debtor shall make any payment of principal or interest or otherwise on account of any prepetition indebtedness or payables; v. the Case shall be dismissed or converted to a case under Chapter 7 of the Bankruptcy Code; vi. (a) a Chapter 11 trustee or an examiner (other than a fee examiner) with enlarged powers relating to the operation of the business of the Debtor (powers beyond those expressly set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) shall be appointed, (b) any other superpriority claim or grant of any other lien (including any adequate protection lien) other than as provided for herein which is pari passu with or senior to the claims and liens of the DIP Lender shall be granted in the Case, or (c) the filing of any pleading by the Debtor seeking or otherwise consenting to or supporting any of the matters set forth in clause (a) or clause (b) of this subsection (vii); vii. the Bankruptcy Court shall enter one or more orders during the pendency of the Case granting relief from the automatic stay to the holder or holders of any lien evidencing indebtedness in excess of \$1,000,000 (other than the DIP Lender) to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on (or the exercise of other rights against) assets of the Debtor or its estate. viii. the Debtor’s “exclusive period” under section 1121 of the Bankruptcy Code for the filing of a chapter 11 plan terminates; ix. the confirmation of a plan of reorganization or liquidation that does not provide for payment in full in cash on the effective date of such plan, of the obligations in respect of the DIP Facility Loans or such other treatment accepted in writing by the DIP Lender, or the Debtor proposes or supports, or fails to contest in good faith, the entry of such a plan of reorganization or liquidation; x. the entry of an order by the Bankruptcy Court in favor of the statutory committee appointed in the Case by the U.S. Trustee, any ad hoc committee, or any other party in interest, (i) granting such party standing to pursue any claims against the DIP Lender, (ii) sustaining an objection to claims of the DIP Lender, or (iii) avoiding any liens held by the DIP Lender (provided, that the foregoing shall not be deemed to prohibit the investigation by the Committee of any such claims or liens); xi. the allowance of any claim or claims under section 506(c) of the Bankruptcy Code against any of the DIP Collateral; and xii. the inaccuracy in any material respect of any representation of the Debtor when made or deemed made.	
Remedies; Waiver or Modification of the Automatic Stay	Upon the occurrence and during the continuance of any Event of Default (as defined in the Second Interim DIP Term Sheet), and without further application to the Court, the automatic stay provisions of Section 362 of the Bankruptcy Code shall be vacated and modified to the extent necessary to permit the DIP Lender to take any of the following actions, after five (5) Business Days (such period,	Second Interim Order ¶¶ 20–22

Provision	Summary	Location
	the “<u>Remedies Notice Period</u>”) from the delivery of a written notice of the occurrence and continuance of an Event of Default (the “<u>Remedies Notice</u>”) (which may be by email) to the Debtor and its counsel, counsel for any Committee, and the U.S. Trustee (the “<u>Remedies Notice Parties</u>”): (a) issue a Carve-Out Notice, (b) declare all DIP Obligations to be immediately due and payable without presentment, demand or protest or other notice of any kind, all of which are expressly waived by the Debtor; (c) declare the suspension or termination of the Unsecured DIP Facility as to any further liability or obligation of the DIP Lender thereunder, but without affecting the DIP Liens or DIP Obligations; (d) charge the default rate of interest under the Unsecured DIP Facility; (e) terminate, reduce, or restrict the Debtor’s use of any Cash Collateral; and (f) take any other actions or exercise any other rights or remedies permitted under the DIP Orders, the DIP Documents or applicable law to effect the repayment of the DIP Obligations. The Debtor, any official Committee, and/or any party in interest shall be entitled to seek an emergency hearing (with the DIP Lender deemed to consent to such emergency hearing pursuant to this Second Interim Order) (the “Stay Relief Motion”) within five (5) Business Days of the issuance of the Remedies Notice or such other time as the Court can schedule the hearing in accordance with the local rules for the purpose of (i) contesting whether, in fact, an Event of Default has occurred and is continuing and/or (ii) obtaining non-consensual use of Cash Collateral, provided that if a request for such hearing is made prior to the end of the Remedies Notice Period, then the Remedies Notice Period shall automatically be continued until the Court hears and rules with respect thereto. In the event the Court determines during a hearing on the Stay Relief Motion that an Event of Default has occurred, the Court may fashion an appropriate remedy, which may include the exercise of any and all rights available to the DIP Lender under the Second Interim DIP Term Sheet, this Second Interim Order, or the Final Order, as applicable.	
Prepayments	The DIP Borrower may voluntarily, at any time, prepay, in whole or in part, without prepayment or penalty, any of the DIP Obligations and/or reduce the commitments under the Unsecured DIP Facility at par plus accrued interest.	DIP Term Sheet
Fees and Expenses; Indemnification	The reasonable and documented fees and out-of-pocket expenses incurred or accrued by the DIP Lender (the foregoing to include all unpaid reasonable and documented prepetition fees, out-of-pocket costs and expenses incurred by the DIP Lender in connection with the Unsecured DIP Facility) in connection with any and all aspects of the Debtor’s Case shall be timely paid upon receipt of an invoice or other request for payment in accordance with the DIP Orders. Professionals for the DIP Lender shall not be required to comply with the U.S. Trustee fee guidelines, however, any time that such professionals seek payment of fees and expenses from the Debtor prior to confirmation of a chapter 11 plan, each professional shall provide summary copies of its invoices including aggregate amounts of fees and expenses and total amount of time on a per-professional basis (which shall not be required to contain time detail and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney client privilege or of any benefits of the attorney work product doctrine or any other evidentiary privilege or protection recognized under applicable law) to the Debtor and counsel to any Committee, and the U.S. Trustee (together, the “ Review Parties ”).	Second Interim Order ¶¶ 7–8 DIP Term Sheet

Provision	Summary	Location
	Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional within ten (10) calendar days after the receipt by the Review Parties.	
Releases, Waivers or Limitation on any Claim or Cause of Action	None.	n/a
Stipulations Regarding Prepetition Claims & Liens	None.	n/a

BASIS FOR RELIEF REQUESTED

I. The Unsecured DIP Facility Is a Reasonable Exercise of the Debtor's Business Judgment and Is in the Debtor's Best Interests.

18. The proposed Unsecured DIP Facility is in the best interest of the Debtor and its estate and is essential to the administration of this chapter 11 case. Section 364 of the Bankruptcy Code governs a debtor's ability to secure postpetition financing. 11 U.S.C. § 364. Bankruptcy courts consistently defer to a debtor's business judgment on most business decisions, including the decision to borrow money, unless such decision is arbitrary and capricious. *See, e.g., In re N. Bay Gen. Hosp., Inc.*, No. 08-20368 (Bankr. S.D. Tex. July 11, 2008) (order approving postpetition financing on an interim basis as exercise of debtors' business judgment); *In re YL West 87th Holdings I LLC*, 423 B.R. 421, 441 (Bankr. S.D.N.Y. 2010).

19. The Unsecured DIP Facility ensures that the Debtor will have adequate funds necessary to preserve the value of the Debtor's estate pursuant to section 364(b) as determined in its business judgment.

20. The Unsecured DIP Term Sheet provides for a \$10.0 million unsecured administrative priority credit facility. The following concepts, among others, from the DIP Facility

have been removed from the terms of the Unsecured DIP Facility: (i) the use of cash collateral, (ii) any references to liens on avoidance actions proceeds and other estate causes of action, (iii) variance testing, (iv) milestones, (v) credit bidding, (vi) waivers of (a) section 506(c) surcharges, (b) marshaling, and (c) section 552 “equities of the case” exception, (vii) restrictions on priming or *pari passu* liens.¹⁰

21. The remaining terms and conditions of the Unsecured DIP Facility are nearly identical to those found in the DIP Facility and are described in detail in the Unsecured DIP Term Sheet.

22. The changes reflected in the Unsecured DIP Facility are the result of arms’ length, good faith negotiations. As a result, the Unsecured DIP Facility is fair and reasonable and satisfies the requirements of section 364 of the Bankruptcy Code.

II. The Unsecured DIP Facility Is Necessary and Appropriate Under the Circumstances and Should be Approved.

23. Section 105(a) of the Bankruptcy Code provides that a court “may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of” the Bankruptcy Code. Section 105(a) of the Bankruptcy Code grants bankruptcy judges “*broad authority*,” *Marrama v. Citizens Bank of Mass.*, 549 U.S. 365, 375 (2007) (emphasis added), and should be “interpreted liberally” so long as any action taken pursuant thereto is “consistent with the rest of the Bankruptcy Code.” *In re Zale Corp.*, 62 F.3d 746, 760 (5th Cir. 1995). Section 105(a) of the Bankruptcy Code permits bankruptcy courts to “fashion such orders as are necessary to further the substantive provisions of the Bankruptcy Code.” *In re Sadkin*, 36 F.3d 473, 478 (5th Cir. 1994) (quoting *In re Oxford Management, Inc.*, 4 F.3d 1329, 1333 (5th Cir. 1993)). Approval of the

¹⁰ However, consistent with the terms of the DIP Motion, approval of these protections may be sought on a final basis with regard to the Secured DIP Facility (as defined in the Unsecured DIP Facility Term Sheet).

Unsecured DIP Facility is justified under section 105(a) of the Bankruptcy Code to avoid immediate and irreparable harm to the Debtor and its estate.

24. Approval of the Unsecured DIP Facility is necessary and appropriate under the circumstances because failure to approve the Unsecured DIP Facility would inflict immediate and irreparable harm to the Debtor and threaten the Debtor's ability to preserve the going-concern value of the business. Without the Unsecured DIP Facility, the Debtor will be unable to escrow funds for the professionals leading its defense in the various litigations and conflicts with which the Debtor has been confronted—which conflicts pose existential threats to the Debtor's business.

EMERGENCY CONSIDERATION

25. The Debtor requests emergency consideration of this Motion no later than September 4, 2025. Emergency consideration is necessary to the administration of the Debtor's estate for the reasons stated above and to prevent immediate and irreparable harm. Accordingly, emergency relief is appropriate under these circumstances. The Debtor has corresponded with each of PBR, Trinity, and the Committee and confirmed that neither PBR, Trinity, nor the Committee oppose the hearing of the relief requested by this Motion on an emergency basis at the September 4, 2025, hearing.

REQUEST FOR BANKRUPTCY RULE 6004 WAIVERS

26. The Debtor requests that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtor has established cause to exclude such relief from the fourteen-day stay period under Bankruptcy Rule 6004(h).

RESERVATION OF RIGHTS

27. Nothing contained herein or any action taken pursuant to relief requested is intended to be or shall be construed as (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's or any party in interest's rights to dispute the amount of, basis

for, or validity of any claim or interest under applicable law or nonbankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code; or (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtor's estate. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtor's or any party in interest's rights to subsequently dispute such claim.

NOTICE

28. Notice of this Motion will be provided by email, facsimile, or overnight courier to: (a) the Complex Service List; (b) the Cash Management Banks (as defined in the Cash Management Motion); (c) Peteski, in its capacity as the Prepetition Bridge Lender and DIP Lender; (d) counsel to the Committee; and (e) TBN, TCT, and PBR. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of the page intentionally left blank.]

The Debtor requests entry of the Second Interim Order, substantially in the form attached hereto, granting the relief requested herein and granting such other relief as is just and proper.

Dated: September 3, 2025
Dallas, Texas

/s/ Jeri Leigh Miller

SIDLEY AUSTIN LLP

Thomas R. Califano (24122825)

Jeri Leigh Miller (24102176)

2021 McKinney Avenue, Suite 2000

Dallas, Texas 75201

Telephone: (214) 981-3300

Facsimile: (214) 981-3400

Email: tom.califano@sidley.com
jeri.miller@sidley.com

and

Stephen E. Hessler (admitted *pro hac vice*)

Patrick Venter (admitted *pro hac vice*)

787 Seventh Avenue

New York, New York 10019

Telephone: (212) 839-5300

Facsimile: (212) 839-5599

Email: shessler@sidley.com
pventer@sidley.com

*Attorneys for the Debtor
and Debtor in Possession*

Certificate of Service

I certify that on September 3, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas.

/s/ Jeri Leigh Miller

Jeri Leigh Miller

Exhibit A

Second Interim Order

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

In re:

MERIT STREET MEDIA, INC., ¹

Debtor.

Chapter 11

Case No. 25-80156 (SWE)

Re: Docket Nos. 11, 35

**SECOND INTERIM ORDER (I) AUTHORIZING POST-PETITION
FINANCING ON AN UNSECURED ADMINISTRATIVE BASIS
AND (II) GRANTING RELATED RELIEF**

Upon the motion of the above-captioned debtor and debtor in possession (the “Debtor”) for entry an order granting the following relief (this “Second Interim Order”), (a) authorizing the

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

Debtor to incur \$10 million of unsecured financing on an unsecured administrative basis (the “Unsecured DIP Facility”); and (b) scheduling a hearing to consider approval of the motion on a final basis (the “Motion”).² The Court set an interim hearing on the Initial DIP Motion³ for July 3, 2025 at 9:30 a.m. prevailing Central Time (the “Interim Hearing”), at which counsel for the parties appeared and presented evidence and oral argument. The Debtor requested a hearing on the Motion for September 4, 2025 at 1:00 p.m. prevailing Central Time (the “Second Interim Hearing”). The Initial DIP Motion was presented to the Court as a “first day” motion and complies with the requirements of rule 4001(d) of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”). On July 3, 2025, this Court entered the *Interim Order (I) Authorizing Post-Petition Financing Secured by Senior Liens, (II) Authorizing the Debtor to Use Cash Collateral; (III) Granting Adequate Protection, and (IV) Granting Related Relief* [Docket No. 35] (the “Initial Interim Order”, and the DIP Facility authorized thereunder, the “Secured DIP Facility”). Notice of the Motion, the Interim Hearing, and the Second Interim Hearing is proper and sufficient under the exigent circumstances of the Motion and the relief granted in this Second Interim Order has been granted in accordance with sections 102(1), 105, 362, 363, 364, 503, and 507 of title 11 of the United States Code (the “Bankruptcy Code”), Bankruptcy Rules 2002, 4001, 6004, and 9014, and rules 2002-1, 4001-1(b), and 9013-1 of the Local Bankruptcy Rules for the Northern District of Texas (the “Local Rules”). The Court having considered the relief requested in the Motion, the and the *Declaration of Gary Broadbent, Chief Restructuring Officer of the Debtor, in Support of*

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion and that certain *Summary of Proposed Terms and Conditions for Unsecured Administrative DIP Financing and Use of Cash Collateral*, dated August 13, 2025, attached hereto as **Exhibit 1** (the “Second Interim DIP Term Sheet”).

³ The “Initial DIP Motion” means the *Debtor’s Emergency Motion for Entry of Interim and Final Orders (I) Authorizing (A) Postpetition Financing, and (B) the Use of Cash Collateral; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. 11].

the Debtor's Chapter 11 Proceeding, (the “First Day Declaration”), the Second Interim DIP Term Sheet, and the evidence submitted via additional written declaration and at the hearing held before this Court at the Interim Hearing and the Second Interim Hearing to consider entry of this Second Interim Order; and in accordance with Bankruptcy Rules 2002, 4001(b), (c), and (d), and 9014 and the Local Rules, notice of the Motion and the Second Interim Hearing having been given; and it appearing to the Court that granting the relief sought in the Motion on the terms and conditions contained herein is necessary and essential to enable the Debtor to preserve the value of its business and assets, and that such relief is fair and reasonable and that entry of this Second Interim Order is in the best interests of the Debtor and its estate and creditors, and due deliberation and good cause having been shown to grant the relief sought in the Motion:

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:⁴

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

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

C. **Jurisdiction; Venue.** This Court has jurisdiction over this matter pursuant to 28 U.S.C. §1334. This matter constitutes a core proceeding within the meaning of 28 U.S.C. § 157(b).

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

The Court has the authority to enter a final order in this matter. Venue is proper in this jurisdiction pursuant to 28 U.S.C. §§ 1408 and 1409.

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

E. **Availability of Financing.** The Debtor is unable to obtain financing on more favorable terms than the Unsecured DIP Facility (as defined in the Second Interim DIP Term Sheet).

F. **Critical Need for Financing.** The Debtor has a critical need to obtain postpetition financing under the Unsecured DIP Facility to fund allowed administrative costs and expenses of the Chapter 11 Case and to fund escrow accounts with respect to projected administrative costs and expenses of the estate's professionals. The Debtor does not have sufficient available sources of working capital and financing to satisfy such funding without access to the Unsecured DIP Facility.

G. **Debtor Requires Financing.** The Debtor requires additional financing under the Unsecured DIP Facility under the terms of this Second Interim Order and the Second Interim DIP Term Sheet to satisfy its postpetition liquidity needs. After considering all of its practical alternatives, the Debtor has reasonably and properly concluded, in an exercise of its sound business judgment and after arms'-length negotiations, that the financing to be provided by the DIP Lender pursuant to the terms of the Second Interim Order and the Second Interim DIP Term Sheet represents the best financing currently available to the Debtor and is in the best interests of the

Debtor, its estate, and all of its stakeholders.

H. **Good Faith of the DIP Lender.** The terms of the Unsecured DIP Facility have been the subject of extensive negotiations conducted in good faith and at arm's length between the Debtor and the DIP Lender and, pursuant to sections 105 and 364 of the Bankruptcy Code, the DIP Lender is hereby found to be an entity that has acted in "good faith" in connection with the negotiation of the Second Interim DIP Term Sheet and the entry of this Second Interim Order, and is entitled to the protections provided under section 364(e) of the Bankruptcy Code.

I. **Use of Proceeds of DIP Facility.** The DIP Lender is relying upon the Debtor's agreement to comply with the terms set forth in the Second Interim DIP Term Sheet and this Second Interim Order in determining to enter into the postpetition financing arrangements provided for herein.

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

NOW THEREFORE, THE COURT ORDERS AS FOLLOWS:

1. **Motion Granted.** The interim relief sought in the Motion is granted as set forth herein. Any objections to the Motion with respect to the entry of this Second Interim Order that have not been withdrawn, waived, or settled, and all reservation of rights included therein, are hereby denied and overruled with respect to this Second Interim Order. Entry of this Second

Interim Order is without prejudice to any party in interests' rights to object to final relief under the Motion. This Second Interim Order is effective on entry.

2. **Authorization of DIP Facility.** The Debtor is authorized to enter into and perform under the Unsecured DIP Facility with the DIP Lender on the terms reflected in the Second Interim DIP Term Sheet, which are approved and incorporated in their entirety, and to perform all obligations under the Second Interim DIP Term Sheet, which upon being entered into constitute valid, binding, and non-avoidable obligations of the Debtor that are enforceable against the Debtor in accordance with the terms of the Second Interim DIP Term Sheet and this Second Interim Order.

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

Second Interim Order and/or the Second Interim DIP Term Sheet, this Second Interim Order shall control.

4. **Interim Advances.** The Debtor may draw up to \$10,000,000.00 (the “Second Interim Advance”) in one or more draws under the Unsecured DIP Facility, in accordance with the terms and conditions as set forth in the Second Interim DIP Term Sheet. The Second Interim Advance shall be funded into the DIP Escrow Account. As authorized by the Initial Interim Order, the Debtor previously drew approximately \$4.1 million (the “Initial Interim Advance”) under the Secured DIP Facility.

5. **Authorization of DIP Facility.** The Debtor is hereby authorized to use the loans under the Unsecured DIP Facility (the “Unsecured DIP Facility Loans”) to fund allowed administrative costs and expenses of the Chapter 11 Case and to fund escrow accounts with respect to projected administrative costs and expenses of the estate’s professionals, all pursuant to the terms and conditions of this Second Interim Order and the Second Interim DIP Term Sheet. The Debtor shall use the proceeds of the Unsecured DIP Facility solely in a manner consistent with the terms and conditions of this Second Interim Order and the Second Interim DIP Term Sheet. The Debtor is hereby authorized to enter into, execute, deliver, and perform all obligations under the Second Interim DIP Term Sheet. Except as expressly set forth in the terms of this Second Interim Order, no obligation, payment, transfer, or grant of security hereunder or under the Second Interim DIP Term Sheet shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable state, federal, or common law (including, without limitation, under chapter 5 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or be subject to any defense, reduction, setoff, counterclaim, recoupment, offset,

recharacterization, subordination (whether equitable, contractual or otherwise), cross-claims, or any other challenge under the Bankruptcy Code or any applicable law, rule, or regulation by any person or entity. In the event there are Unsecured DIP Facility Loans that are not needed for the use of proceeds described herein, they shall remain in the DIP Escrow Account, and shall be returned to the DIP Lender at the maturity, termination, or acceleration of the Unsecured DIP Facility (unless the DIP Lender agrees in writing otherwise).

6. **Approval; Evidence of Borrowing Arrangements.** All terms, conditions, and covenants set forth in the Second Interim DIP Term Sheet are approved. All such terms, conditions, and covenants shall be sufficient and conclusive evidence of, (i) the borrowing arrangements by the Debtor and the DIP Lender, and (ii) the Debtor's assumption and adoption of, and agreement to comply with, all the terms, conditions, and covenants of the Second Interim DIP Term Sheet for all purposes. Upon effectiveness thereof, the Second Interim DIP Term Sheet shall evidence the Unsecured DIP Facility Loans and the obligations and indebtedness of the Debtor to the DIP Lender thereunder, and all other amounts owing by the Debtor in respect thereof (collectively, the "DIP Obligations"), which Second Interim DIP Term Sheet and DIP Obligations shall be valid, binding, and enforceable against the Debtor, its estate, and any successors thereto, including, without limitation, any trustee appointed in the Chapter 11 Case or any case under chapter 7 of the Bankruptcy Code upon the conversion of the Chapter 11 Case (the "Successor Case"), and its creditors and other parties-in-interest, in each case, in accordance with the terms of this Second Interim Order and the Second Interim DIP Term Sheet.

7. **Payment of DIP Fees and Expenses.** In furtherance of the foregoing and without further approval of this Court and in accordance with the Second Interim DIP Term Sheet and this Second Interim Order, the Debtor is authorized and directed to pay all fees and expenses in

connection with or that may be reasonably required, necessary, or desirable for the Debtor's performance of the DIP Obligations in respect of the indemnification and expense reimbursement obligations, in each case referred to in and payable pursuant to the Second Interim DIP Term Sheet and the costs and expenses as may be due from time to time, including, without limitation, fees and expenses of the professionals retained by, or on behalf of, the DIP Lender in each case, as provided for in and payable pursuant to the Second Interim DIP Term Sheet, without the need to file retention motions or fee applications.

8. **Indemnification.** Solely with respect to its obligations under or related to the Unsecured DIP Facility, the Debtor is authorized to indemnify and hold harmless the DIP Lender, and, solely in its capacity as such, each of its respective affiliates, and each such person's representatives, agents, attorneys, officers, directors, and employees, in accordance with, and subject to, the Second Interim DIP Term Sheet and the terms of this Second Interim Order, which indemnification is hereby authorized and approved. Notwithstanding anything to the contrary herein, the Debtor's indemnification of the DIP Lender set forth in the Initial Interim Order, and as authorized and approved therein, continues in full force and effect.

9. **DIP Administrative Expense Claims.** In accordance with Bankruptcy Code section 364(b), the DIP Obligations constitute administrative expense claims (the "DIP Administrative Expense Claims") (without the need to file any proofs of claim or request for payment of administrative expenses) against the Debtor with the priority of payment under section 503(b)(1) of the Bankruptcy Code; provided, however, that the DIP Administrative Expense Claims are subject to the Carve-Out (as defined below). The DIP Administrative Expense Claims, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, are administrative expenses allowed under section 503(b) of the Bankruptcy Code, are payable from and have recourse to all

prepetition and post-petition property of the Debtor and its estate and all proceeds thereof, including, subject to entry of the Final Order, (i) proceeds of any of the estate's causes of action under Chapter 5 of the Bankruptcy Code (such proceeds, "Avoidance Action Proceeds") (provided, that in the event of an enforcement of remedies in accordance with the terms of this Second Interim Order or the Second Interim DIP Term Sheet, the DIP Lender and the Prepetition Bridge Lender (as defined in the Initial Interim Order) shall use commercially reasonable efforts to first satisfy their respective claims and liens from property of the Debtor or the estate other than Avoidance Action Proceeds before seeking to recover from Avoidance Action Proceeds) and (ii) proceeds of any other causes of action belonging to or capable of being brought by the Debtor ("Other Estate Cause of Action Proceeds").

10. The DIP Administrative Expense Claims are entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Second Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise.

11. **Carve-Out.** Notwithstanding anything to the contrary herein, the Debtor's obligation to the DIP Lender and the Prepetition Bridge Lender, and the liens, security interests, and superpriority claims granted by the Initial Interim Order, and the administrative expense claims granted by this Second Interim Order, or any liens, security interests, or claims under the Prepetition Bridge Documents (as defined in the Initial Interim Order) and the DIP Loan Documents, and the payment of all such obligations, shall be subject and subordinate in all respects to payment of the following fees and expenses (the amounts set forth in the clauses (a)-(d) defined herein as the "Carve-Out"): (a) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee for the Northern District of Texas ("U.S. Trustee") under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without

regard to the Carve-Out Notice), (b) all reasonable fees and expenses up to \$50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the Carve-Out Notice), (c) the Allowed Professional Fees (as defined below) of the Estate Professionals (as defined below) prior to the delivery by the DIP Lender of a Carve-Out Trigger Notice (defined below) (the amounts set forth in this clause (c) being the “Pre Carve-Out Trigger Notice Cap”); and (d) the Allowed Professional Fees of (i) Debtor Professionals in an aggregate amount not to exceed \$4,500,000, and (ii) Committee Professionals in an aggregate amount not to exceed \$250,000, in each case incurred on or after the later of (i) the first business day following delivery by the DIP Lender of the Carve-Out Trigger Notice or (ii) determination of the Court that an Event of Default has occurred, after a hearing thereon (the amounts set forth in this clause (d) being the “Post Carve-Out Trigger Notice Cap” and together with the Pre Carve-Out Trigger Notice Cap and the amounts set forth in clauses (a) and (b), the “Carve-Out Cap”); (the foregoing clauses (a) through (d), collectively, the “Carve-Out”).

- a. As used in this paragraph, persons or firms retained by (x) the Debtor pursuant to section 327, 328, or 363 of the Bankruptcy Code are referred to as “Debtor Professionals”, and (y) the Committee are referred to as “Committee Professionals” and, together with the Debtor Professionals, the “Estate Professionals”.
- b. The term “Allowed Professional Fees” means fees and expenses incurred prior to the applicable event set forth in this paragraph, to the extent allowed at any time, whether by interim order, procedural order, or otherwise, but subject to final allowance by the Court, without regard to whether such fees and expenses are provided for in any Approved Budget. To the extent that professional fees and expenses of the Estate Professionals have been incurred by the Debtor or the Creditors’ Committee at any time before or on the first business day after delivery by the DIP Lender of a Carve-Out Trigger Notice but have not yet been allowed by the Court, such professional fees and expenses of the Estate Professionals shall constitute Allowed Professional Fees benefiting from the Carve-Out upon their allowance by the Court, whether by interim or final compensation order, and the Carve-Out Accounts shall be funded to include such professional fees and expenses.

- c. “Carve-Out Trigger Notice” means a written notice stating that the Post-Carve-Out Trigger Notice Cap has been invoked, delivered by hard copy or email by the DIP Lender to lead bankruptcy counsel for the Debtor, the U.S. Trustee, and counsel to any Committee, which notice may be delivered following the occurrence and during the continued existence of an Event of Default under the terms of this Second Interim Order.
- d. “Carve-Out Trigger Notice Date” means the day on which a Carve-Out Trigger Notice is received by the Debtor.
- e. “Carve-Out Account” means a separate segregated account not subject to the control of the DIP Lender or any other secured parties.

12. Within five (5) business days of the funding of the Unsecured DIP Facility Loan into the DIP Escrow Account, the Debtor shall fund into the two existing Carve-Out Accounts (one for Debtor Professionals and one for Committee Professionals) in an amount equal to the previously-accrued amounts of the Debtor Professionals and the Committee Professionals, respectively, as well as the budgeted Debtor Professionals’ and Committee Professionals’ fees, respectively, for the next two (2) weeks, and, thereafter, the Debtor will transfer into the Carve-Out Accounts on a weekly basis cash in an amount equal to the estimated Debtor Professionals’ and Committee Professionals’ fees, respectively (excluding any restructuring, sale, success or other transaction fee of any investment bankers or financial advisors) for the next unfunded week. Thereafter, the Debtor shall use such funds held in the respective Carve-Out Account to pay Estate Professional fees as they become allowed and payable pursuant to interim or final orders of the Court; provided, that the Debtor’s obligations to pay the Allowed Professional Fees of the Estate Professionals shall not be limited or deemed limited to funds held in the Carve-Out Account.

13. On the Carve-Out Trigger Notice Date, the Carve-Out Trigger Notice shall constitute a demand to the Debtor to transfer cash in an amount equal to the Carve-Out Cap (which shall be determined by the applicable Estate Professional in its reasonable discretion based on the amount of then-unpaid Allowed Professional Fees plus a reasonable estimate of fees and expenses not yet allowed less any amount then held in the applicable Carve-Out Account on account of such

Estate Professional's estimated Allowed Professional Fees), and immediately following receipt of a Carve-Out Trigger Notice, and prior to the payment of any Prepetition Bridge Obligations (as defined in the Initial Interim Order) or DIP Obligations, the Debtor shall be required to deposit into the respective Carve-Out Account cash in an amount equal to the difference between the applicable Carve-Out Cap and the balance held in the applicable Carve-Out Account as of the Carve-Out Trigger Notice Date. Notwithstanding anything to the contrary herein or in the Second Interim DIP Term Sheet, following delivery of a Carve-Out Trigger Notice, the DIP Lender shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtor until the Carve-Out Accounts have been fully funded as required herein in an amount equal to all obligations benefitting from the Carve-Out. Any payment or reimbursement made to any Estate Professional in respect of any Allowed Professional Fees prior to the delivery of the Carve-Out Trigger Notice shall not reduce the Carve-Out.

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

paid after the delivery of the Carve-Out Trigger Notice, and the Carve-Out Accounts shall not be replenished for such amounts so paid.

15. Payments from the Carve-Out shall be subject to any terms and conditions of the engagement agreements and appurtenant orders for the employment of each Estate Professional. The Debtor shall be permitted to pay compensation and reimbursement of expenses incurred prior to the occurrence of a delivery of a Carve-Out Trigger Notice to the extent allowed and payable under sections 330 and 331 of the Bankruptcy Code.

16. Notwithstanding anything to the contrary herein or elsewhere, the Carve-Out shall be senior to all claims and liens, including the DIP Liens granted by the Initial Interim Order, as well as any adequate protection liens and claims described herein or therein.

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

18. **Fees, Costs and Expenses of the DIP Lender.** Payment of the DIP Lender's fees and expense, as provided for herein, shall be paid promptly after the expiration of the Review Period (as defined below). Any professional retained by the DIP Lender seeking payment of fees and expenses incurred after the Petition Date pursuant to this paragraph shall deliver a summary invoice to the Debtor (which shall not be required to contain time entries or otherwise comply with

the Guidelines of the U.S. Trustee, but shall include (x) a general, brief description of the nature of the matters for which services were performed and (y) aggregate amounts of fees and expenses and total amount of time on a per professional basis, each consistent with the local rules, and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney client privilege or of any benefits of the attorney work product doctrine), with a copy to the U.S. Trustee, and any Committee; provided, however, that (i) any redacted fee statements shall retain all privileges irrespective of any disclosure of any privileged matter, and any such disclosure shall be deemed inadvertent for all purposes and deemed stricken from any record in the Chapter 11 Case, any Successor Case or otherwise, (ii) if the Debtor, the U.S. Trustee, or any official Committee objects to the reasonableness of such fees and expenses—and such objection is noticed via electronic mail to counsel to the professional and to the professional—and such objection cannot be resolved within ten (10) calendar days of service of such summary invoice(s) (the “Review Period”), the Debtor, the U.S. Trustee, or any official Committee, as the case may be, shall file and serve upon such professional an objection with the Court (a “Fee Objection”) limited to the issue of the reasonableness of the disputed fees and expenses prior to the expiration of the Review Period, (iii) if the Debtor, the U.S. Trustee, or any Committee fail to object to the reasonableness of such fees and expenses within the Review Period (or such objection is later withdrawn), any objection of the Debtor, the U.S. Trustee, or any official Committee, as the case may be, shall be waived, (iv) the Debtor shall timely pay in accordance with this Second Interim Order the undisputed fees and expenses reflected on any invoice to which a Fee Objection has been timely filed, and (v) notwithstanding the foregoing subsections (i)–(iv), the DIP Lender’s

costs, fees and expenses, including legal fees and expenses incurred prior to and unpaid as of the Petition Date shall be paid indefeasibly upon entry of this Second Interim Order.

19. **Restrictions on Granting Post-Petition Liens.** Other than the Carve-Out, or as otherwise provided in this Second Interim Order or the Second Interim DIP Term Sheet, no claim having a priority superior or *pari passu* with those granted by the Initial Interim Order or this Second Interim Order to the DIP Lender and Prepetition Bridge Lender shall be granted or permitted by any order of this Court entered in the Chapter 11 Case, while any portion of the Unsecured DIP Facility or Secured DIP Facility (or refinancing thereof), any loan under the Unsecured DIP Facility or Secured DIP Facility, or any other obligations under the Second Interim DIP Term Sheet are outstanding. Except as expressly permitted by the Second Interim DIP Term Sheet or as otherwise provided by this Second Interim Order, the Debtor will not, at any time during the Chapter 11 Case, grant mortgages, security interests, or liens in the DIP Collateral (granted pursuant to the Initial Interim Order) or the Prepetition Bridge Collateral (as defined in the Initial Interim Order) (or any portion thereof) to any other parties pursuant to section 364(d) of the Bankruptcy Code or otherwise.

20. **Remedies.** Upon the occurrence and during the continuance of any Event of Default (as defined in the Second Interim DIP Term Sheet), and without further application to the Court, the automatic stay provisions of Section 362 of the Bankruptcy Code shall be vacated and modified to the extent necessary to permit the DIP Lender to take any of the following actions, after five (5) Business Days (such period, the “Remedies Notice Period”) from the delivery of a written notice of the occurrence and continuance of an Event of Default (the “Remedies Notice”) (which may be by email) to the Debtor and its counsel, counsel for any Committee, and the U.S. Trustee (the “Remedies Notice Parties”): (a) issue a Carve-Out Notice, (b) declare all DIP

Obligations to be immediately due and payable without presentment, demand or protest or other notice of any kind, all of which are expressly waived by the Debtor; (c) declare the suspension or termination of the Unsecured DIP Facility as to any further liability or obligation of the DIP Lender thereunder, but without affecting the DIP Liens or DIP Obligations; (d) terminate, reduce, or restrict the Debtor's use of any Cash Collateral; and (e) take any other actions or exercise any other rights or remedies permitted under the DIP Orders, the DIP Documents or applicable law to effect the repayment of the DIP Obligations.

21. The Debtor, any official Committee, and/or any party in interest shall be entitled to seek an emergency hearing (with the DIP Lender deemed to consent to such emergency hearing pursuant to this Second Interim Order) (the "Stay Relief Motion") within five (5) Business Days of the issuance of the Remedies Notice or such other time as the Court can schedule the hearing in accordance with the local rules for the purpose of (i) contesting whether, in fact, an Event of Default has occurred and is continuing and/or (ii) obtaining non-consensual use of Cash Collateral, provided that if a request for such hearing is made prior to the end of the Remedies Notice Period, then the Remedies Notice Period shall automatically be continued until the Court hears and rules with respect thereto.

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

23. **Fiduciary Duties.** Notwithstanding anything to the contrary in the Second Interim DIP Term Sheet, this Second Interim Order, the Final Order, or any other document, order, or instrument, nothing in the Second Interim DIP Term Sheet, this Second Interim Order, or the Final

Order shall require the Debtor, the Debtor's board of directors, or any similar governing body of the Debtor, after consulting with counsel, to take any action or to refrain from taking any action with respect to any alternative financing transaction to the extent taking or failing to take such action would be a violation of applicable law or its fiduciary obligations under applicable law. To the extent of any conflict between this provision and any other provision in the Second Interim DIP Term Sheet, this Second Interim Order, or the Final Order, this provision will control.

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

25. **Disbursement Handling Procedures.** The financial institution where the Debtor's bank accounts are located shall implement reasonable handling procedures in coordination with the Debtor designed to effectuate the terms of this Second Interim Order. No financial institution that implements such handling procedures and then honors a pre-petition check or other item drawn on any bank account that is the subject of this Second Interim Order either (i) in good faith belief that the Court has authorized such pre-petition check or item to be honored or (ii) as a result of an innocent mistake made despite implementation of such handling procedures, shall be deemed to be liable to the Debtor or its estate otherwise in violation of this Second Interim Order.

26. **Survival.** The provisions of this Second Interim Order and any actions taken pursuant hereto shall survive the entry of any order confirming a plan, converting the Chapter 11 Case, or dismissing the Chapter 11 Case or any successor case, and the terms and provisions of

this Second Interim Order shall continue in full force notwithstanding any such order. In the event of a conflict between this Second Interim Order and any order confirming a chapter 11 plan, the order confirming the chapter 11 plan shall control.

27. **Initial Interim DIP Order.** Except as otherwise explicitly set forth herein, nothing in this Second Interim DIP Order shall affect, impair, or supersede the Initial Interim DIP Order, which remains in full force and effect and governs with respect to the subject matter thereof. For the avoidance of doubt, the replacement liens granted in the Initial Interim DIP Order (to secure the interim advance of \$4.1 million under the Initial Interim DIP Order) remain valid and existing, and continue to extend to any further use of Cash Collateral, and all such other restrictions on use of Cash Collateral and grants of authority regarding the use of Cash Collateral approved in the Initial Interim DIP Order remain in full force and effect. The Initial Interim DIP Order is amended as follows, with capitalized terms undefined in the Initial Interim DIP Order to be given the meanings ascribed to them in this Second Interim DIP Order:

a. Paragraph 5 of the Initial Interim DIP Order is amended and restated as follows:

“5. **Authorization of DIP Facility.** The Debtor is hereby authorized to use the loans under the DIP Facility (the “DIP Facility Loans”) (i) in accordance with, and for the purposes permitted by, the DIP Loan Documents, this Interim Order, the Second Interim Order, and the Approved Budget (subject to Permitted Variances), and (ii) to pay all interest, costs, fees, and other amounts and obligations accrued or accruing under the Second Interim DIP Term Sheet and the other DIP Loan Documents, all pursuant to the terms and conditions of this Interim Order, the Second Interim Order, the DIP Term Sheet, the Second Interim DIP Term Sheet, and the other DIP Loan Documents. The Approved

Budget is hereby approved in all respects. The Debtor shall use the proceeds of the DIP Facility solely in a manner consistent with the Approved Budget (subject to Permitted Variances and other exclusions set forth in the DIP Loan Documents) and the terms and conditions of the DIP Loan Documents and this Second Interim Order. The Debtor shall deliver to the DIP Lender and the Committee in a form consistent with the form of the Approved Budget, a variance report describing in reasonable detail, by line item, (i) the actual disbursements of the Debtor and actual receipts during the applicable Test Period (as defined in the DIP Term Sheet); and (ii) any variance (whether positive or negative, expressed as a percentage) between the actual receipts or disbursements, as applicable, during such Test Period against the estimated receipts or disbursements, as applicable, for the applicable Test Period, as set forth in the Approved Budget. If there is a positive variance whereby the actual receipts minus actual disbursements exceeds the amount equal to the estimated receipts minus estimated disbursements during a Test Period, the next budgeted draw shall be reduced dollar-for-dollar by that positive variance. The Debtor is hereby authorized to enter into, execute, deliver, and perform all obligations under the DIP Loan Documents. Except as expressly set forth in the terms of this Interim Order or the Second Interim DIP Order, no obligation, payment, transfer, or grant of security hereunder or under the DIP Loan Documents shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable state, federal, or common law (including, without limitation, under chapter 5 of the Bankruptcy Code or under any applicable state

Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or be subject to any defense, reduction, setoff, counterclaim, recoupment, offset, recharacterization, subordination (whether equitable, contractual or otherwise), cross-claims, or any other challenge under the Bankruptcy Code or any applicable law, rule, or regulation by any person or entity.”;

- b. Paragraph 10(a) of the Initial Interim DIP Order is amended and restated as follows:

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

- c. Paragraph 11 of the Initial Interim DIP Order is amended and restated as follows:

“DIP Superpriority Claims. In accordance with Bankruptcy Code section 364(c)(1), the DIP Obligations constitute superpriority administrative expense claims (the **“DIP Superpriority Claims”**) (without the need to file any proofs of claim or request for payment of administrative expenses) against the Debtor with priority in payment over any and all administrative expenses, adequate protection claims, diminution claims, prepetition unsecured claims, and all other claims against the Debtor, now existing or hereafter arising, of any kind

whatsoever, including, without limitation, any prepetition claims and adequate protection claims of the Prepetition Bridge Lender, any adequate protection claims granted in favor of any other parties, and any and all administrative expenses or other claims of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, but not limited to, Bankruptcy Code sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546, 726, 1113, and 1114 or otherwise, including those resulting from the conversion of this Chapter 11 Case pursuant to section 1112 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment; provided, however, that the DIP Superpriority Claims are subject to the Carve-Out (as defined below). The DIP Superpriority Claims, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, are administrative expenses allowed under section 503(b) of the Bankruptcy Code, are payable from and have recourse to all prepetition and post-petition property of the Debtor and its estate and all proceeds thereof, including, subject to entry of the Final Order, (i) proceeds of any of the estate's causes of action under Chapter 5 of the Bankruptcy Code (such proceeds, "Avoidance Action Proceeds"); (provided, that in the event of an enforcement of remedies in accordance with the terms of this Interim Order, the Second Interim Order or the DIP Documents, the DIP Lender and the Prepetition Bridge Lender shall use commercially reasonable efforts to first satisfy their respective claims and liens from DIP Collateral and Prepetition Bridge Collateral, respectively, other than Avoidance Action Proceeds before seeking to recover

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

28. **No Prejudicial Effect.** Entry of this Second Interim Order shall not prejudice any party’s rights or defenses, including any factual or legal assertions, that may be made with respect to *Trinity Broadcasting of Texas, Inc. and TCT Ministries, Inc.’s Emergency Motion for an Order: (I) Dismissing Debtor’s Chapter 11 Case, (II) Converting the Case to Chapter 7, or (III) Appointing a Chapter 11 Trustee* [Docket No. 100] or any joinders thereto.

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

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

31. **Retention of Jurisdiction.** This Court has exclusive jurisdiction with respect to

any and all disputes or matters under, or arising out of or in connection with, either the Unsecured DIP Facility. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Second Interim Order.

32. **Final Hearing.** A final hearing on the relief requested in the Motion shall be held on September [___], 2025, at [___] (prevailing Central time). Objections to the relief sought at the Final Hearing are due prior to the date of the Final Hearing.

END OF ORDER

Order submitted by:

SIDLEY AUSTIN LLP

Thomas R. Califano (24122825)

Jeri Leigh Miller (24102176)

2021 McKinney Avenue, Suite 2000

Dallas, Texas 75201

Telephone: (214) 981-3300

Facsimile: (214) 981-3400

Email: tom.califano@sidley.com
jeri.miller@sidley.com

and

Stephen E. Hessler (admitted *pro hac vice*)

Patrick Venter (admitted *pro hac vice*)

787 Seventh Avenue

New York, New York 10019

Telephone: (212) 839-5300

Facsimile: (212) 839-5599

Email: shessler@sidley.com
pventer@sidley.com

*Attorneys for the Debtor
and Debtor in Possession*

Exhibit B

Second Interim DIP Budget

Second Interim DIP Draw Budget

Merit Street Media, Inc. (Debtor) submits a 14-week DIP budget reflecting second interim advance of \$10.0 million, providing sufficient resources to administer the case through the second day hearing and sustain operations through October 3, 2025, with any additional funding subject to entry of a final DIP order

\$ in 000's	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
Week Ending	7/4/25	7/11/25	7/18/25	7/25/25	8/1/25	8/8/25	8/15/25	8/22/25	8/29/25	9/5/25	9/12/25	9/19/25	9/26/25	10/3/25	14-week Total
Cash Receipts															
Gross Collections	\$ -	\$ 1	\$ 238	\$ 150	\$ 243	\$ -	\$ -	\$ 576	\$ -	\$ 115	\$ -	\$ 115	\$ -	\$ 115	\$ 1,554
Net Cash Receipts	\$ -	\$ 1	\$ 238	\$ 150	\$ 243	\$ -	\$ -	\$ 576	\$ -	\$ 115	\$ -	\$ 115	\$ -	\$ 115	\$ 1,554
Methodology Disbursements															
Labor Costs	\$ -	\$ 1,409	\$ (568)	\$ 179	\$ 55	\$ 58	\$ (5)	\$ 90	\$ 40	\$ 60	\$ 185	\$ 60	\$ -	\$ 60	\$ 1,623
Programming & Production	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Expenses	-	0	17	-	49	40	-	-	278	214	145	14	308	13	1,078
Total Methodology Disbursements	\$ -	\$ 1,409	\$ (551)	\$ 179	\$ 104	\$ 98	\$ (5)	\$ 90	\$ 318	\$ 274	\$ 330	\$ 75	\$ 308	\$ 73	\$ 2,702
1 Operating Cash Flow	\$ -	\$ (1,408)	\$ 789	\$ (29)	\$ 139	\$ (98)	\$ 5	\$ 486	\$ (318)	\$ (159)	\$ (330)	\$ 40	\$ (308)	\$ 42	\$ (1,148)
Cumulative Operating Cash Flow	-	(1,408)	(619)	(648)	(509)	(607)	(602)	(116)	(433)	(593)	(923)	(882)	(1,190)	(1,148)	(1,148)
Restructuring Costs															
Debtor Professional Fees	\$ -	\$ 1,250	\$ 800	\$ 350	\$ 350	\$ -	\$ 508	\$ 165	\$ -	\$ 1,330	\$ 2,870	\$ 920	\$ 658	\$ 808	\$ 10,008
Lender Professionals	-	-	-	-	-	-	-	-	-	-	-	-	-	500	500
UCC Professional Fees	-	-	-	438	-	-	-	-	-	275	1,122	275	275	275	2,660
UST Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Wind Down Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2 Total Restructuring Costs	\$ -	\$ 1,250	\$ 800	\$ 788	\$ 350	\$ -	\$ 508	\$ 165	\$ -	\$ 1,605	\$ 3,992	\$ 1,195	\$ 933	\$ 1,583	\$ 13,168
Total Disbursements (net)	\$ -	\$ 2,659	\$ 249	\$ 967	\$ 454	\$ 98	\$ 503	\$ 255	\$ 318	\$ 1,879	\$ 4,322	\$ 1,270	\$ 1,240	\$ 1,655	\$ 15,869
Beginning Cash	\$ 438	\$ 438	\$ 1,880	\$ 1,869	\$ 1,052	\$ 842	\$ 744	\$ 241	\$ 562	\$ 245	\$ 8,480	\$ 4,158	\$ 3,003	\$ 1,763	\$ 438
Net Cash Flow	-	(2,658)	(11)	(817)	(211)	(98)	(503)	321	(318)	(1,764)	(4,322)	(1,155)	(1,240)	(1,540)	(14,316)
Minimum Cash Reserve Addition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3 DIP Draw (Repayment)	-	4,100	-	-	-	-	-	-	-	10,000	-	-	-	-	14,100
Ending Cash (Bank)	\$ 438	\$ 1,880	\$ 1,869	\$ 1,052	\$ 842	\$ 744	\$ 241	\$ 562	\$ 245	\$ 8,480	\$ 4,158	\$ 3,003	\$ 1,763	\$ 223	\$ 223

1 Limited operating receipts and disbursements are forecasted, sufficient to maintain core operations aimed at preserving and optimizing estate value for the benefit of creditors

2 Restructuring costs

- Forecasted amounts include catch up escrow amounts for fees incurred to date driven by the extended second day hearing timeline and litigation
- Fees necessary to continue case administration beyond October 3, 2025 are not contemplated in the second interim advance and are subject to entry of a final DIP Order

3 DIP draw reflects total interim advances of \$14.1 million for operating expenses and restructuring costs, with final DIP sizing subject to ongoing negotiations and assessment of post second day hearing timeline