

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

In Re: SOUTH HILLS OPERATIONS, LLC, <i>et al.</i>,¹ Debtors.	Case No.: 24-21217-CMB Chapter 11 <i>Jointly Administered</i> Doc. No.:
SOUTH HILLS OPERATIONS, LLC, <i>et al.</i>, Movant, -vs - CIBC BANK, USA, as Administrative Agent; US FOODS, INC.; PENNSYLVANIA DEPARTMENT HUMAN SERVICES; NEW WILMINGTON BOROUGH TAX COLLECTOR; RICHARD L. RAPONE, LAWRENCE COUNTY TREASURES; UNITY TOWNSHIP TAX COLLECTOR; WESTMORELAND COUNTY TAX CLAIM	Related to Document Nos. 21 & 97, 256 Hearing Date: June 13, 2024 Hearing Time: 10:00 AM (EST) Response Deadline: 4:00 PM (EST) on June 10, 2024

¹The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: South Hills Operations, LLC (5527); Monroeville Operations, LLC (3280); Mt. Lebanon Operations, LLC (1133); Murrysburg Operations, LLC (9149); Cheswick Rehabilitation and Wellness Center, LLC (9561); 3876 Saxonburg Boulevard Propco, LLC (3618); North Strabane Rehabilitation and Wellness Center, LLC (1677); 100 Tandem Village Road Propco, LLC (1918); Maybrook-C Briarcliff Opco, LLC (5187); Maybrook-C Briarcliff Propco, LLC (1823); Maybrook-C Evergreen Opco, LLC (5388); Maybrook-C Evergreen Propco, LLC (2000); Maybrook-C Kade Opco, LLC (4033); Maybrook-C Kade Propco, LLC (2097); Maybrook-C Latrobe Opco, LLC (4148); Maybrook-C Latrobe Propco, LLC (2178); Maybrook-C Overlook Opco, LLC (7081); Maybrook-C Overlook Propco, LLC (6804); Maybrook-C Silver Oaks Opco, LLC (7146); Maybrook-C Silver Oaks Propco, LLC (9654); Maybrook-C Whitecliff Opco, LLC (6211); Maybrook-C Whitecliff Propco, LLC (4835). The Debtors' address is 485 Lexington Avenue, 10th Floor, New York, NY 10017.

BUREAU; ROBERT OHR, TAX COLLECTOR; MERCER COUNTY TAX CLAIM BUREAU; WASHINGTON COUNTY TAX CLAIM BUREAU; DONALD J. PROGAR, TAX COLLECTOR; KEYSTONE COLLECTION GROUP; JULIE LEVENTRY, TAX COLLECTOR; SHELLEY BUCHANAN, TAX COLLECTOR; CITY OF NEW CASTLE,

Respondents.

FINAL ORDER (I) AUTHORIZING THE MAYBROOK AND CONSULATE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE MAYBROOK AND CONSULATE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING AUTOMATIC STAY, AND (VI) GRANTING RELATED RELIEF

Upon the motion dated May 17, 2024 [Doc. No. 21] (the “Maybrook DIP Motion”) of the above captioned debtors and debtors-in-possession (collectively, the “Debtors”), in the above-captioned Chapter 11 cases (collectively, the “Chapter 11 Cases”), seeking entry of a final order (this “Final Order”) pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d), 364(e), and 507 of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 4001-2 of the Local Rules for the United States Bankruptcy Court for the Western District of Pennsylvania (the “Local Rules”), *inter alia*:

i. authorizing the Maybrook and Consulate Debtors² to obtain senior secured postpetition financing on a superpriority basis consisting of a senior secured superpriority credit facility in the aggregate principal amount of \$38,000,000.00 (the “Maybrook DIP Facility”) consisting of (a) the New Money DIP Loan in the aggregate amount of \$12,500,000.00 available upon entry of the Final Order, and (b) the Roll-Up DIP Loan in the aggregate amount of \$25,500,000.00 to satisfy a portion of the Maybrook and Consulate Prepetition Loan Facilities (as defined herein), subject to the terms and conditions of this Final Order and the Maybrook DIP Credit Agreement by and among the Maybrook and Consulate Debtors and other credit parties thereto, as Borrowers, CIBC Bank USA (“CIBC”), as Administrative Agent (in such capacity, the “DIP Agent”), and the lender parties thereto from time to time, one (1) of whom as an “Insider” (as defined in 11 U.S.C. § 101(31))³ (the “DIP Lenders,” and together with the DIP Agent, the “DIP Secured Parties”), substantially in the form of **Exhibit A-1**, attached to the Interim DIP Order [Doc. No. 97];⁴

² Capitalized terms not otherwise defined herein shall have the definitions as ascribed to them in the Maybrook DIP Motion or the *Senior Secured Super-Priority Debtor-in-Possession Loan and Secured Agreement Dated May 17, 2024* (the “Maybrook DIP Credit Agreement”).

³ Of the \$38 million DIP Loan, Ephram Lahasky, an Insider of the Debtors, has committed to fund \$2,000,000.00. *See* Annex A to the Maybrook DIP Credit Agreement.

⁴ Upon entry of this Final Order, an aggregate amount of \$25.5 million of the Maybrook and Consulate Prepetition Loan Facilities (including the \$3.2 million in the Interim Order), specifically from the Maybrook Prepetition Revolving Loan Facility and Consulate Prepetition Revolving Loan Facility, shall be fully rolled into the Maybrook DIP Facility and shall constitute DIP Obligations (as defined below) hereunder.

ii. authorizing the Maybrook and Consulate Debtors to execute and deliver the Maybrook DIP Credit Agreement and any other agreements, instruments, pledge agreements, guarantees, control agreements and other Loan Documents (as defined in the Maybrook DIP Credit Agreement) and documents related thereto (including any security agreements, intellectual property security agreements, control agreements, or notes) (as amended, restated, supplemented, waived, and/or modified from time to time, and collectively, with the Maybrook DIP Credit Agreement, the “Maybrook DIP Documents”) and to perform such other acts as may be necessary or desirable in connection with the Maybrook DIP Documents;

iii. authorizing the Maybrook and Consulate Debtors to use proceeds of the Maybrook DIP Facility as permitted in the Maybrook DIP Documents and in accordance with this Final Order, including, upon entry of this Final Order, to refinance and Roll-Up a portion of the Maybrook and Consulate Prepetition Secured Obligations (as defined below) as provided in this Final Order;

iv. granting to the DIP Agent, for the benefit of itself and the DIP Lenders on account of the Maybrook DIP Facility and all obligations owing thereunder and under, or secured by, the Maybrook DIP Documents (collectively, and including all “Obligations” as described in the Maybrook DIP Credit Agreement, the “DIP Obligations”) allowed superpriority administrative expense claim status in each of the Chapter 11 Cases of the Maybrook and Consulate Debtors and

any Successor Cases (as defined herein), subject only to the Carve Out (as defined herein) and payable solely from the Collateral of the Maybrook and Consulate Debtors;

v. granting to the DIP Agent, for the benefit of itself and the DIP Lenders and the other Secured Parties (as defined in the Maybrook DIP Credit Agreement) under the Maybrook DIP Documents, automatically perfected security interests in and liens on all of the DIP Collateral (as defined herein), including all property constituting “cash collateral” as defined in section 363(a) of the Bankruptcy Code, which liens shall be on the terms and subject to the relative priorities set forth in the Maybrook DIP Documents and this Final Order;

vi. authorizing and directing the Maybrook and Consulate Debtors to pay the principal, interest, fees, expenses and other amounts payable under the Maybrook DIP Documents as such become earned, due and payable, including, without limitation, continuing commitment fees, closing fees, audit fees, appraisal fees, valuation fees, liquidator fees, structuring fees, arrangement fees, upfront fees, administrative agent’s fees, the reasonable fees and disbursements of the DIP Agent’s attorneys, advisors, accountants and other consultants, all to the extent provided in, and in accordance with, the Maybrook DIP Documents;

vii. authorizing the Maybrook and Consulate Debtors to use the Maybrook and Consulate Prepetition Collateral (as defined herein), including the Cash Collateral of CIBC under the Maybrook and Consulate Prepetition Loan Documents (as defined herein), and providing adequate protection to CIBC for any and all diminution in value of any Maybrook and Consulate

Prepetition Collateral (including Cash Collateral), from and after the Petition Date for any reason, including, without limitation, any such diminution resulting from (i) the use of Cash Collateral, (ii) the priming of CIBC's security interests in and liens on any Maybrook and Consulate Prepetition Collateral (including by the Carve Out) by the DIP Liens (as defined herein) pursuant to the Maybrook DIP Documents and this Final Order, (iii) the use, sale, or lease of the Maybrook and Consulate Prepetition Collateral, including Cash Collateral, and (iv) the imposition of the automatic stay under Section 362(a) of the Bankruptcy Code or otherwise pursuant to Sections 361(a), 363(c), 364(c), 364(d)(1), and 507(b) of the Bankruptcy Code ("Diminution in Value");

viii. vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the Maybrook DIP Documents and this Final Order;

ix. waiving the Maybrook and Consulate Debtors' ability to surcharge any DIP Collateral or Maybrook and Consulate Prepetition Collateral pursuant to Section 506(c) of the Bankruptcy Code and any right of the Maybrook and Consulate Debtors under the "equities of the case" exception in Section 552(b) of the Bankruptcy Code;

x. waiving any applicable stay with respect to effectiveness and enforceability of this Final Order (including under Bankruptcy Rule 6004); and

xi. granting the Maybrook and Consulate Debtors such other and further relief as is just and proper.

The Court having considered the Maybrook DIP Motion, the exhibits attached thereto, the *Declaration of Chief Restructuring Officer Louis E. Robichaux, IV, in Support of Debtors' Motion for Interim and Final Orders (I) Authorizing the Maybrook and Consulate Debtors to Obtain Postpetition Financing, (II) Authorizing the Maybrook and Consulate Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VIII) Granting Related Relief* (the "DIP Declaration") and the *Declaration of Chief Restructuring Officer Louis E. Robichaux, IV, in Support of Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), the Maybrook DIP Documents, the evidence submitted and argument made at the interim hearing held on May 21, 2024 (the "Interim Hearing"), and the evidence submitted and argument made at the final hearing held June 13, 2024 (the "Final Hearing"); and notice of the Final Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and all applicable Local Rules; and the Final Hearing having been held and concluded; and all objections, if any, to the final relief requested in the Maybrook DIP Motion having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the final relief requested in the Maybrook DIP Motion is fair and reasonable and in the best interests of the Maybrook and Consulate Debtors, their estates, their creditors and equity holders, and all parties-in-interest, and is essential for the continued operation of the Maybrook and Consulate Debtors' businesses and the preservation of the value of the their assets; and it appearing that the

Maybrook and Consulate Debtors' entry into the Maybrook DIP Credit Agreement is a sound and prudent exercise of the Maybrook and Consulate Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE FINAL HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:⁵

A. **Petition Date.** On May 17, 2024 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Western District of Pennsylvania (the "Court").

B. **Debtors in Possession.** The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed for any Debtor.

C. **Jurisdiction and Venue.** This Court has jurisdiction over the Chapter 11 Cases, the Maybrook DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. Venue for the Chapter 11 Cases and proceedings on the Maybrook DIP Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

⁵ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

D. Committee Formation. On May 30, 2024, the United States Trustee for the Western District of Pennsylvania (the “U.S. Trustee”) appointed an official committee of unsecured creditors in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (a “Committee”).

E. Notice. Notice of the Maybrook DIP Motion and Final Hearing has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice of the Maybrook DIP Motion with respect to the relief requested at the Final Hearing or the entry of this Final Order shall be required.

F. Debtors’ Stipulations. After consultation with their attorneys and financial advisors, and without prejudice to the rights of the Creditors’ Committee or other parties in-interest as set forth in paragraph 42 herein, the Maybrook and Consulate Debtors, on their behalf and on behalf of their estates, admit, stipulate, acknowledge, and agree as follows (paragraphs F(i) through F(xii) below are referred to herein, collectively, as the “Debtors’ Stipulations”):

i. Obligations.

1. *Maybrook Debtors Obligations:* As of the Petition Date, the Maybrook Debtors⁶ were justly and lawfully indebted and liable to CIBC under the terms of (A) a

⁶ The Maybrook Debtors shall include Maybrook-C Evergreen Opco, LLC, Maybrook-C Briarcliff Opco, LLC, Maybrook-C Silver Oaks Opco, LLC, Maybrook-C Overlook Opco, LLC, Maybrook-C Latrobe Opco, LLC, Maybrook-C Whitecliff Opco, LLC and Maybrook-C Kade Opco, Maybrook-C Evergreen Propco, LLC, Maybrook-C Briarcliff Propco, LLC, Maybrook-C Silver

Loan and Security Agreement dated as June 15, 2016 (as amended and restated from time to time, the “Maybrook Prepetition Term Loan Facility”), (B) a Revolving Loan and Security Agreement dated as of August 16, 2016 (as amended and restated from time to time, the “Maybrook Prepetition Revolving Loan Facility” and with the Maybrook Prepetition Term Loan Facility, the “Maybrook Prepetition Loan Facilities”), and (C) a Guaranty dated as of August 15, 2016 (as reaffirmed from time to time, the “Maybrook Guaranty” and together with the Maybrook Prepetition Term Loan Facility and the Maybrook Prepetition Revolving Loan Facility, the “Maybrook Prepetition Loan Documents”). As of the Petition Date, the amount of such indebtedness was in the aggregate principal amount of not less than \$47.9 million, exclusive of (if any) accrued and unpaid interest, escrows, reserves, prepayment premium, and fees, costs and expenses (including any attorneys’, accountants’, appraisers’ and financial advisors’ fees and expenses, in each case, that are chargeable or reimbursable under the Maybrook Prepetition Loan Documents) (collectively, the “Maybrook Prepetition Obligations”).

2. *Consulate Debtor Obligations:* As of the Petition Date, the Consulate Debtors⁷ were justly and lawfully indebted and liable to CIBC under the terms of (A) a

Oaks Propco, LLC, Maybrook-C Overlook Propco, LLC, Maybrook-C Latrobe Propco, LLC, Maybrook-C Whitecliff Propco, LLC and Maybrook-C Kade Propco, LLC.

⁷ The Consulate Debtors shall include Cheswick Rehabilitation and Wellness Center, LLC (9561); 3876 Saxonburg Boulevard Propco, LLC (3618); North Strabane Rehabilitation and Wellness Center, LLC (1677); 100 Tandem Village Road Propco, LLC (1918).

Loan and Security Agreement dated as September 15, 2017 (as amended and restated from time to time, the “Consulate Prepetition Term Loan Facility”), (B) a Revolving Loan and Security Agreement dated as of September 15, 2017 (as amended and restated from time to time, the “Consulate Prepetition Revolving Loan Facility” and with the Consulate Prepetition Term Loan Facility, the “Consulate Prepetition Loan Facilities” (the Maybrook Prepetition Loan Facilities and the Consulate Prepetition Loan Facilities, the “Maybrook and Consulate Prepetition Loan Facilities”), and (C) a Guaranty dated as of September 15, 2017 (as reaffirmed from time to time, the “Consulate Guaranty” and together with the Consulate Prepetition Term Loan Facility and the Consulate Prepetition Revolving Loan Facility, the “Consulate Prepetition Loan Documents” and with the Maybrook Prepetition Loan Documents, the “Maybrook and Consulate Prepetition Loan Documents”). As of the Petition Date, the amount of such indebtedness was in the aggregate principal amount of not less than \$7.2 million, exclusive of (if any) accrued and unpaid interest, escrows, reserves, prepayment premium, and fees, costs and expenses (including any attorneys’, accountants’, appraisers’ and financial advisors’ fees and expenses, in each case, that are chargeable or reimbursable under the Consulate Prepetition Loan Documents) (collectively, the “Consulate Prepetition Obligations” and with the Maybrook Prepetition Obligations, the “Maybrook and Consulate Prepetition Obligations”).

3. *CIBC Prepetition Liens.* Pursuant to the terms of the Maybrook and Consulate Prepetition Loan Documents, each of the Maybrook and Consulate

Debtors granted CIBC first-priority liens and security interests (the “CIBC Prepetition Liens”) in substantially all of the Maybrook and Consulate Debtors’ property as more particularly described in the applicable Loan Documents (the “Maybrook and Consulate Prepetition Collateral”).

4. No portion of the Maybrook and Consulate Prepetition Obligations, as secured by the Maybrook and Consulate Prepetition Collateral (together, the “Maybrook and Consulate Prepetition Secured Obligations”), or any payments made to CIBC or applied to or paid on account of the Maybrook and Consulate Prepetition Obligations prior to the Petition Date are subject to avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, attack, recoupment, rejection, reduction, setoff, disallowance, impairment, counterclaim, cross-claim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

5. The CIBC Prepetition Liens: (a) are valid, binding, perfected, enforceable, first-priority liens on and in the Maybrook and Consulate Prepetition Collateral; and (b) are not subject to avoidance, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, attack, recoupment, rejection, reduction, set-off, disallowance, impairment, counterclaim, cross-claim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

ii. No Control of the Debtors. CIBC does not control the Maybrook and Consulate Debtors or their respective properties or operations, does not have authority to

determine the manner in which any of the Maybrook and Consulate Debtor's operations are conducted (except to the extent expressly set forth in the Maybrook and Consulate Prepetition Loan Documents), and is not a control person or insider of the Maybrook and Consulate Debtors by virtue of any of the actions taken with respect to, in connection with, relating to or arising from the any of the Maybrook and Consulate Prepetition Loan Documents.

iii. Cash Collateral. The Maybrook and Consulate Prepetition Collateral, as of the Petition Date, is subject to valid, perfected, enforceable, first-priority liens under the Loan Documents, and applicable law, for the benefit of CIBC. All cash, cash equivalents and deposit accounts, whenever acquired, of Maybrook and Consulate Debtors and their estates, and all proceeds, products, offspring, rents and profits of the Maybrook and Consulate Prepetition Collateral are "cash collateral" of CIBC within the meaning of section 363(a) of the Bankruptcy Code (the "Cash Collateral").

iv. No Claims Against CIBC. No claims or causes of action exist against, or with respect to, CIBC under any of the Loan Documents or any other documents executed in connection therewith.

v. Release. The Maybrook and Consulate Debtors shall forever, unconditionally and irrevocably release, discharge, and acquit CIBC, and its successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, members, directors, managers, employees, attorneys, agents, and professionals, past, present, and future, and its and their respective heirs,

predecessors, successors, and assigns (collectively, the “Releasees”) of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, expenses (including, without limitation, attorneys’ fees), debts, liens, actions, and causes of action of any and every nature whatsoever that exist on the date hereof, whether arising in law or otherwise, and whether or not known or matured, arising out of or relating to, as applicable, the Loan Documents and/or the transactions contemplated thereunder including, without limitation, (i) any so-called “lender liability” or equitable subordination claims or defenses, (ii) any and all claims or causes of action arising under the Bankruptcy Code, and (iii) any and all claims or causes of action with respect to the extent, validity, priority, perfection, or avoidability of the CIBC Prepetition Liens and the Maybrook and Consulate Prepetition Secured Obligations. The Maybrook and Consulate Debtors further waive and release any defense, right of counterclaim, right of setoff, or deduction to the payment of the Maybrook and Consulate Prepetition Secured Obligations that Maybrook and Consulate Debtors now has or may claim to have against the Releasees, arising out of, connected with, or relating to any and all acts, omissions, or events occurring prior to the Court entering the Final Order.

G. Permitted Prior Liens. Excepting the findings regarding the Maybrook and Consulate Prepetition Loan Facilities, nothing herein shall constitute a finding or ruling by this Court that any alleged permitted prior lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing shall prejudice the rights of any party-in-interest, including, but

not limited to the Debtors, the DIP Agent, CIBC, or the Committee, to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged permitted prior lien and/or security interests. For the purposes hereof, the right of a seller of goods to reclaim such goods under section 546(c) of the Bankruptcy Code is not a permitted prior lien and is expressly subject to the CIBC Prepetition Liens and DIP Liens (as defined herein).

H. Findings Regarding Corporate Authority. Each Maybrook and Consulate Debtor has all requisite corporate power and authority to execute and deliver the Maybrook DIP Documents to which it is a party and to perform its obligations thereunder.

I. Findings Regarding Postpetition Financing.

i. Request for Postpetition Financing. The Maybrook and Consulate Debtors seek authority to (a) use Cash Collateral on the terms described herein, and (b) enter into the Maybrook DIP Facility on the terms described herein and in the Maybrook DIP Documents to refinance the Maybrook and Consulate Prepetition Secured Obligations, to administer their Chapter 11 Cases, and to fund their operations.

ii. Priming of the Prepetition Liens. The priming of the CIBC Prepetition Liens on the Maybrook and Consulate Prepetition Collateral under section 364(d) of the Bankruptcy Code, as contemplated by the Maybrook DIP Facility and as further described below, will enable the Maybrook and Consulate Debtors to obtain the Maybrook DIP Facility and to continue to operate their businesses to the benefit of their estates and creditors. CIBC is entitled

to receive adequate protection as set forth in this Final Order pursuant to sections 361, 363, and 364 of the Bankruptcy Code, for any Diminution in Value of each of their respective interests in the Maybrook and Consulate Prepetition Collateral (including Cash Collateral). For avoidance of doubt, the priming liens granted in connection with this Final Order apply only to the Maybrook and Consulate Prepetition Collateral and do not prime any lien on the assets of the Cuarzo Debtors (as defined herein).

iii. Need for Postpetition Financing and Use of Cash Collateral. The Maybrook and Consulate Debtors have an immediate and ongoing need to use Cash Collateral on a final basis and to obtain credit on a final basis pursuant to the Maybrook DIP Facility in order to, among other things, administer and preserve the value of their estates. The ability of the Maybrook and Consulate Debtors to maintain business relationships with their vendors, suppliers, and customers, to pay their employees, finance their operations, and maintain the high standard of care for their residents, requires the availability of working capital from the Maybrook DIP Facility and the use of Cash Collateral, the absence of either of which would immediately and irreparably harm the Maybrook and Consulate Debtors, their estates, and parties-in-interest, including their residents. The Maybrook and Consulate Debtors do not have sufficient available sources of working capital and financing to operate their businesses, maintain their properties, or care for their residents in the ordinary course of business during these Chapter 11 Cases without access to the Maybrook DIP Facility and the authority to use of Cash Collateral.

iv. *No Credit Available on More Favorable Terms.* Given their current financial condition, financing arrangements, and capital structure, the Maybrook and Consulate Debtors have been and continue to be unable to obtain financing from sources other than the DIP Lenders on terms more favorable than the Maybrook DIP Facility. The Maybrook and Consulate Debtors are unable to obtain unsecured credit allowable under Bankruptcy Code section 503(b)(1) as an administrative expense. The Maybrook and Consulate Debtors have also been unable to obtain: (a) unsecured credit having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a) and 507(b) of the Bankruptcy Code; (b) credit secured solely by a lien on property of the Maybrook and Consulate Debtors and their estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Maybrook and Consulate Debtors and their estates that is subject to a lien. As described in the DIP Declaration, financing on a postpetition basis on better terms is not otherwise available without granting the DIP Agent, for the benefit of itself and the DIP Lenders: (1) perfected security interests in and liens on (each as provided herein) all of the Maybrook and Consulate Debtors' existing and after-acquired assets with the priorities set forth in paragraph 6 hereof; (2) superpriority claims and liens against all assets of the Maybrook and Consulate Debtors; (3) the other protections set forth in this Final Order; and (4) and partial refinancing of the Maybrook and Consulate Prepetition Secured Obligations through the Roll-Up DIP Loan.

v. *Use of Proceeds of the Maybrook DIP Facility.* As a condition to entry into the Maybrook DIP Credit Agreement, the extension of credit under the Maybrook DIP Facility and the authorization to use Cash Collateral, the DIP Agent, the DIP Lenders, CIBC, and the Maybrook and Consulate Debtors have agreed, that proceeds of the Maybrook DIP Facility shall be used, in each case in a manner consistent with the terms and conditions of this Final Order and the Maybrook DIP Documents and in accordance with the budget (as the same may be modified from time to time consistent with the terms of the Maybrook DIP Documents and subject to such variances as permitted in the Maybrook DIP Credit Agreement, and as set forth in paragraph 20 hereof, the “Maybrook Budget”),⁸ solely for: (a) the partial replacement and refinancing of the Maybrook and Consulate Prepetition Secured Obligations into DIP Obligations to the extent provided for in this Final Order and the Maybrook DIP Documents; (b) working capital; (c) permitted payment of costs of administering the Chapter 11 Cases; (d) payment of such other prepetition obligations as set forth in the Maybrook Budget or otherwise approved by the DIP Agent in its sole discretion, and as approved by the Court; (e) payment of interest, fees, expenses and other amounts (including legal and other professionals’ fees and expenses of the DIP Agent) owed under the Maybrook DIP Documents; (f) payment of certain adequate protection amounts to CIBC, as set forth in paragraphs 16 hereof; and (g) other general corporate purposes of the Maybrook and Consulate Debtors permitted by the Maybrook Budget and the Maybrook

⁸ A copy of the Maybrook Budget is attached hereto as Exhibit A.

DIP Documents. The DIP Agent and the DIP Lenders are relying upon the Maybrook Budget in entering into the Maybrook DIP Credit Agreement and the other Maybrook DIP Documents and providing the Maybrook DIP Facility, and CIBC is relying upon the Maybrook Budget in consenting to the terms of this Final Order. All references in this Final Order restricting the use of Loans (as defined in the Maybrook DIP Credit Agreement) to payment of amounts consistent with the Maybrook Budget shall mean the most recent approved Maybrook Budget, subject to the condition that no time shall the operational or accrued professional fee disbursements in the aggregate exceed ten percent (10%) of aggregate total disbursements for such period as set forth in the Maybrook Budget (as more fully defined in, and subject to the conditions of, the Maybrook DIP Credit Agreement, the “Permitted Variance”).

vi. *Application of Proceeds of Prepetition Collateral.* As a condition to entry into the Maybrook DIP Credit Agreement, the extension of credit under the Maybrook DIP Facility and authorization to use Cash Collateral, the Maybrook and Consulate Debtors, the DIP Agent, the DIP Lenders, and CIBC have agreed that, as of and commencing on the date of the Final Hearing, the Maybrook and Consulate Debtors shall apply the proceeds of DIP Collateral (as defined herein) in accordance with this Final Order and as provided in the Maybrook DIP Documents.

vii. *Roll-up of Maybrook and Consulate Prepetition Secured Obligations.* Upon entry of this Final Order, without any further action by the Maybrook and

Consulate Debtors or any other party, an aggregate amount of \$17,656,191.05 of outstanding Maybrook Prepetition Obligations and \$7,843,808.95 of outstanding Consulate Prepetition Obligations shall be repaid and refinanced with the proceeds of the Loans, to effect a roll-up (the “Roll-Up”) of a portion of the Maybrook Prepetition Obligations and the entirety of the Consulate Prepetition Obligations into DIP Obligations under and as further described in the Maybrook DIP Documents (the “DIP Roll-Up Obligations”). The DIP Roll-Up Obligations shall be inclusive of \$3,200,000 already rolled up on an interim basis. The Roll-Up shall be authorized as compensation for, in consideration for, and solely on account of, the agreement of CIBC who is also a DIP Lender to fund amounts, and provide other consideration to the Maybrook and Consulate Debtors, under the Maybrook DIP Facility and not as payments under, adequate protection for, or otherwise on account of, any Maybrook and Consulate Prepetition Secured Obligations. CIBC would not otherwise consent to the use of their Cash Collateral or the subordination of the CIBC Prepetition Liens to the DIP Liens, and the DIP Lenders would not be willing to provide the Maybrook DIP Facility or extend credit to the Maybrook and Consulate Debtors thereunder without the inclusion of the DIP Roll-Up Obligations in the DIP Obligations. Moreover, the replacement and refinancing of a portion of the Maybrook and Consulate Prepetition Secured Obligations through the Roll-Up: (a) will benefit the Maybrook and Consulate Debtors and their estates as a result of the DIP Lenders’ agreement to provide “new money” availability under the Maybrook DIP Facility in a manner favorable to the Maybrook

and Consulate Debtors, and (b) will enable the Maybrook and Consulate Debtors to obtain urgently needed financing that they need to administer these Chapter 11 Cases and fund their operations.

J. Adequate Protection. CIBC is entitled to receive adequate protection to the extent of any Diminution in Value of its respective interests in the Maybrook and Consulate Prepetition Collateral. Pursuant to sections 361, 363 and 507(b) of the Bankruptcy Code, and subject to the Carve Out and to paragraph 42 herein, as adequate protection: (i) CIBC shall receive:

i. Prepetition Adequate Protection Liens. To the extent of any Diminution in Value from and after the Petition Date resulting from, among other things, the use, sale or lease of the Cash Collateral of the Maybrook and Consulate Debtors, and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code, and to the extent Maybrook and Consulate Debtors (or their estates) have assets that are not already subject to a continuing Lien in favor of CIBC in accordance with Bankruptcy Code section 552(b)(2), CIBC is hereby granted, solely to the extent of any Diminution in Value (all such Liens, the “Prepetition Adequate Protection Liens”):

1. valid, binding, continuing, enforceable, unavoidable and fully perfected, postpetition Liens on all of Maybrook and Consulate Debtors’ rights in tangible and intangible assets, in the same order and priority as existed between CIBC as to the Maybrook and Consulate Prepetition Collateral as of the Petition Date, including, without limitation, (A) the

Maybrook and Consulate Prepetition Collateral and (B) all other prepetition and postpetition property of Maybrook and Consulate Debtors' estates, and all products and proceeds thereof, whether existing on or as of the Petition Date or thereafter acquired, that is not subject to (y) valid, perfected, unavoidable and enforceable Liens in existence on or as of the Petition Date or (z) valid and unavoidable Liens in existence immediately prior to the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code (collectively, the "Unencumbered Property," and together with the Maybrook and Consulate Prepetition Collateral, the "Property"), including, without limitation, any and all unencumbered cash, accounts receivable, other rights to payment, inventory, general intangibles, contracts, securities, chattel paper, owned real estate, real property leaseholds, fixtures, machinery, equipment, deposit accounts, patents, copyrights, trademarks, tradenames, rights under license agreements and other intellectual property, claims and causes of action, including commercial tort claims (other than Avoidance Actions (defined herein)) set forth on Schedule 11.21 to the Maybrook DIP Credit Agreement, and the proceeds of all of the foregoing;

2. For the avoidance of doubt and notwithstanding subsection (i) immediately above, the Prepetition Adequate Protection Liens shall **not** include Avoidance Actions, but such Prepetition Adequate Protection Liens shall include the products and proceeds thereof. Such claims and causes of actions shall include those claims and causes of action arising under or permitted by Bankruptcy Code sections 502(d), 506(c), 544, 545, 547, 548, 549, and 550

and any other avoidance claims and causes of action arising under state or federal law (collectively, the “Avoidance Actions”);

3. The Prepetition Adequate Protection Liens so granted are in addition to all security interests, liens, and rights of setoff existing in favor of CIBC on the Petition Date, and are and shall be valid, perfected, enforceable, and effective as of the Petition Date without any further action of the Maybrook and Consulate Debtors or CIBC and without the necessity of the execution, filing or recording of any financing statements, security agreements, deeds of trust, or other documents, or of obtaining control agreements over bank accounts. Notwithstanding the foregoing, CIBC is hereby authorized, but not required, to file or record any financing statements, security agreements, deeds of trust, or other documents in any jurisdiction or take any other action in order to validate and perfect the Prepetition Adequate Protection Liens granted hereunder.

ii. *Prepetition Superpriority Claim.* CIBC is hereby granted, solely to the extent of any Diminution in Value, and, to the extent such claims arise, payable solely from the Collateral of the Maybrook and Consulate Debtors, allowed superpriority administrative expense claims against each of the Maybrook and Consulate Debtors under section 507(b) of the Bankruptcy Code in respect of the Adequate Protection Obligations with priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the “Prepetition Superpriority Claim”). The Prepetition Superpriority Claim

shall be payable from all of Maybrook and Consulate Debtors' assets, but not from the assets of any other Debtor.

K. Sections 506(c) and 552(b). In light of: (i) the DIP Agent's and DIP Lenders' agreement that their DIP Liens and superpriority claims against the Maybrook and Consulate Debtors shall be subject to the Carve Out, (ii) the agreement of CIBC that the CIBC Prepetition Liens shall be subject to the Carve Out and subordinate to the DIP Liens, and (iii) the payment of expenses as set forth in the Maybrook Budget in accordance with and subject to the terms and conditions of this Final Order and the Maybrook DIP Documents, (a) CIBC is each entitled to a waiver of any "equities of the case" exception under section 552(b) of the Bankruptcy Code, and (b) the DIP Agent, the DIP Lenders, and CIBC are entitled to a waiver of the provisions of section 506(c) of the Bankruptcy Code.

L. Good Faith of the DIP Agent and DIP Lenders.

i. *Willingness to Provide Financing.* The DIP Lenders have indicated a willingness to provide financing to the Maybrook and Consulate Debtors subject to: (a) entry of this Final Order; (b) approval of the terms and conditions of the Maybrook DIP Facility and the Maybrook DIP Documents; (c) satisfaction of the closing conditions set forth in the Maybrook DIP Documents; and (d) findings by this Court that the Maybrook DIP Facility is essential to the Maybrook and Consulate Debtors' estates, that the DIP Lenders are extending credit to the Maybrook and Consulate Debtors pursuant to the Maybrook DIP Documents in good

faith, and that the DIP Agent's and DIP Lenders' claims, superpriority claims, security interests and liens and other protections granted pursuant to this Final Order and the Maybrook DIP Documents will have the protections provided by Section 364(e) of the Bankruptcy Code. Based upon the record presented at the Interim and Final Hearings, the Maybrook DIP Facility has been negotiated in good faith and at arm's length between the Maybrook and Consulate Debtors, on the one hand, and the DIP Agent and the DIP Lenders, on the other. All of the DIP Obligations and all other liabilities and obligations of the Maybrook and Consulate Debtors under this Final Order and the Maybrook DIP Documents or in respect of credit card debt, overdrafts and other liabilities arising from treasury, depository, credit card, and cash management services, or in connection with any automated clearinghouse transfers of funds owing to the DIP Agent or the DIP Lenders shall be deemed to have been extended by the DIP Agent and the DIP Lenders in "good faith," as such 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. The DIP Agent and the DIP Lenders shall be entitled to the full protection of Section 364(e) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

ii. *Business Judgment and Good Faith Pursuant to Section 364(e).* For purposes of this Final Order, the terms and conditions of the Maybrook DIP Facility and the Maybrook DIP Documents, and the interest and fees paid and to be paid thereunder, are fair, reasonable, and the best available to the Maybrook and Consulate Debtors under the

circumstances, are ordinary and appropriate for secured financing to debtors in possession, reflect the Maybrook and Consulate Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration. The terms and conditions of the Maybrook DIP Facility and the use of Cash Collateral were negotiated in good faith and at arm's length among the Maybrook and Consulate Debtors, the DIP Agent, the DIP Lenders, and CIBC, with the assistance and counsel of their respective advisors. Use of Cash Collateral and credit to be extended under the Maybrook DIP Facility shall be deemed to have been allowed, advanced, made, or extended in good faith by the DIP Agent, the DIP Lenders, and CIBC within the meaning of section 364(e) of the Bankruptcy Code, and the DIP Agent, the DIP Lenders, and CIBC are entitled to the protection and benefits of section 364(e) of the Bankruptcy Code and this Final Order.

M. Jurisdiction and Venue; Core Proceeding. This Court has jurisdiction over these Chapter 11 Cases, the Maybrook DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. This is a "core" proceeding pursuant to 28 U.S.C. § 157(b). Venue for these Chapter 11 Cases and the proceedings on the Maybrook DIP Motion is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory bases for the relief sought herein are sections 105, 361, 362, 263, 364, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014, and the applicable Local Rules.

N. Reserved.

O. Interplay Between Maybrook DIP Motion and Cuarzo DIP Motion.

Contemporaneously with the filing of the Maybrook DIP Motion, Monroeville Operations, LLC, South Hills Operations, LLC, Murrys ville Operations, LLC and Mt. Lebanon Operations, LLC (the “Cuarzo Debtors”), each of whom are not included as a Maybrook and Consulate Debtor but are certain of the above-captioned Debtors, have also sought approval of post-petition debtor-in-possession financing, the terms and conditions of which are set forth in the *Emergency Motion For Entry Of Interim And Final Orders (I) Authorizing The Cuarzo Debtors To Obtain Postpetition Financing, (II) Authorizing The Cuarzo Debtors To Use Cash Collateral, (III) Granting Liens And Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, (VI) Scheduling A Final Hearing, And (VII) Granting Related Relief* [Doc. No. 28] (the “Cuarzo DIP Motion”). All terms and conditions of this Final Order, the Maybrook DIP Credit Agreement, and the Maybrook DIP Documents, are intended to apply exclusively to the Maybrook and Consulate Debtors, and not to the Cuarzo Debtors. The relief sought by the Cuarzo Debtors is set forth in the *Final Order (I) Authorizing the Cuarzo Debtors to Obtain Postpetition Financing, (II) Authorizing the Cuarzo Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) Granting Related Relief* (the “Cuarzo Final DIP Order”).

P. **Final Hearing.** As set forth in the Maybrook DIP Motion, notice of the Final Hearing and the relief requested in the Maybrook DIP Motion has been provided by the Maybrook and Consulate Debtors, whether by facsimile, electronic mail, overnight courier or hand delivery, to certain parties-in-interest, including: (i) the Office of the United States Trustee; (ii) those persons who have formally appeared and requested notice and service in these proceedings pursuant to Bankruptcy Rules 2002 and 3017; (iii) the list of the 30 largest unsecured creditors of the Debtors; (iv) the named Respondents in the Motion; (v) the notice recipients identified in the Motion; (vi) the Committee; and (vii) other known creditors and parties in interest. The Maybrook and Consulate Debtors have made reasonable efforts to afford the best notice possible under the circumstances in compliance with Bankruptcy Rules 4001(b) and (c) and applicable Local Rules and no other notice is required in connection with the relief set forth in this Final Order. Based upon the foregoing findings and conclusions, the Maybrook DIP Motion, the DIP Declaration, the First Day Declaration, and the record before the Court with respect to the Maybrook DIP Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED that:

1. **Financing Approved.** The Maybrook DIP Motion is granted as set forth herein, the financing as set forth in this Final Order is authorized and approved, and the use of Cash Collateral on a final basis is authorized, in each case subject to the terms and conditions set forth in the Maybrook DIP Documents and this Final Order. All objections to this Final Order to

the extent not withdrawn, waived, settled, or resolved are hereby denied and overruled on the merits in their entirety.

Authorization of the Maybrook DIP Facility

2. Authorization of the Maybrook DIP Facility. The Maybrook DIP Facility, including the Roll-Up, is hereby approved as set forth herein. The Maybrook and Consulate Debtors are expressly and immediately authorized and empowered to execute and deliver the Maybrook DIP Documents, and to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of this Final Order and the Maybrook DIP Documents, and to deliver all instruments, certificates, agreements, and documents which may be required or necessary for the performance by the Maybrook and Consulate Debtors under the Maybrook DIP Facility and the creation and perfection of the DIP Liens described in and provided for by this Final Order and the Maybrook DIP Documents, including each of Maybrook and Consulate Debtors providing its joint and several guarantee of all of the DIP Obligations and such acts as shall be necessary or desirable in order to effect the Roll-Up and replacement and refinancing of the DIP Roll-Up Obligations. The Maybrook and Consulate Debtors are hereby authorized and directed to pay, in accordance with this Final Order, the principal, interest, fees, payments, expenses, and other amounts all to the extent provided in this Final Order or the Maybrook DIP Documents. All collections and proceeds, whether from ordinary course collections, asset sales, debt or equity issuances, insurance recoveries, condemnations, or otherwise, will be deposited and applied as required by

this Final Order and the Maybrook DIP Documents. Upon execution and delivery, the Maybrook DIP Documents shall represent valid and binding obligations of the Maybrook and Consulate Debtors, enforceable against each of the Maybrook and Consulate Debtors and their estates in accordance with their terms.

i. Notwithstanding anything to the contrary in the Maybrook DIP Documents, the satisfaction of outstanding real estate taxes due and owing by the Maybrook and Consulate Debtors as of the Petition Date shall not be a condition precedent to funding on a final basis, but shall be paid upon the earlier of (a) approval by this Court, after notice and hearing, or (b) upon the sale or disposition of all or substantially all of the DIP Collateral or the Prepetition Collateral.

3. Authorization to Borrow. The Maybrook and Consulate Debtors' estates, from the entry of this Final Order through and including the Termination Date (as defined below), and subject to the terms, conditions, limitations on availability and reserves (as applicable) set forth in the Maybrook DIP Documents and this Final Order, the Maybrook and Consulate Debtors shall be deemed to have requested, and the DIP Agent and the DIP Lenders are hereby authorized to make, Loans (as defined in the Maybrook DIP Credit Agreement), the proceeds of which shall be used to effect the Roll-Up and for general corporate purposes in accordance with the Maybrook DIP Credit Agreement and the provisions of this Final Order. Loans (as defined in the Maybrook DIP Credit Agreement) made to effect the Roll-Up shall be included in the DIP Obligations, and

\$25,500,000 of the Maybrook and Consulate Prepetition Secured Obligations shall be converted and “rolled up” into DIP Obligations as provided in this Final Order.

4. DIP Obligations. The Maybrook DIP Documents and this Final Order shall constitute and evidence the validity and binding effect of the Maybrook and Consulate Debtors’ DIP Obligations, which shall be enforceable against the Maybrook and Consulate Debtors, their estates and any successors thereto, including any trustee appointed in the Chapter 11 Cases of the Maybrook and Consulate Debtors, or in any case under Chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases of the Maybrook and Consulate Debtors, or in any other proceedings superseding or related to any of the foregoing (collectively, the “Successor Cases”). Upon entry of this Final Order, the DIP Obligations will include all loans, and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Maybrook and Consulate Debtors to the DIP Agent or any of the DIP Lenders, in each case, under, or secured by, the Maybrook DIP Documents or this Final Order, including all principal, accrued interest, costs, fees, expenses and other amounts under the Maybrook DIP Documents. The Maybrook and Consulate Debtors shall be jointly and severally liable for the DIP Obligations. The DIP Obligations shall be due and payable, without notice or demand, and the use of Cash Collateral shall automatically cease on the Termination Date (as defined herein), except as provided in paragraph 33 herein. No obligation, payment, transfer, or grant of collateral security hereunder or under the Maybrook DIP Documents (including any DIP Obligation or DIP Liens (as

defined below), and including in connection with any adequate protection provided to CIBC hereunder) shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under any applicable law (including 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 avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity, except as set forth in paragraph 42 below.

5. DIP Liens. In order to secure the DIP Obligations, pursuant to sections 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, the DIP Agent, for the benefit of itself and the DIP Lenders, is hereby granted, continuing, valid, binding, enforceable, non-avoidable, and automatically and properly perfected postpetition security interests in and liens on (collectively, the “DIP Liens”) all real and personal property and other assets, whether now existing or hereafter arising and wherever located, tangible and intangible, of each of the Maybrook and Consulate Debtors and their bankruptcy estates (collectively, the “DIP Collateral”), including, without limitation: (a) all cash, cash equivalents, deposit accounts, securities accounts, accounts, other receivables (including credit card receivables), chattel paper, contract rights, inventory (wherever located), instruments, documents, securities (whether or not marketable) and investment

property (including all of the issued and outstanding capital stock of each of its subsidiaries), hedge agreements, furniture, fixtures, equipment (including documents of title), goods, franchise rights, trade names, trademarks, servicemarks, copyrights, patents, license rights, intellectual property, general intangibles (including, for the avoidance of doubt, payment intangibles), rights to the payment of money (including tax refunds and any other extraordinary payments), supporting obligations, guarantees, letter of credit rights, commercial tort claims, causes of action, and all substitutions, indemnification rights, all present and future intercompany debt, fee interests in real property owned by the Maybrook and Consulate Debtors, books and records related to the foregoing, accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds; (b) all owned real property interests, leased real property (including, for the avoidance of doubt, any ground leases), and all proceeds of all of such real property or other interests; (c) actions brought under section 549 of the Bankruptcy Code to recover any post-petition transfer of DIP Collateral and the proceeds thereof; (d) the proceeds (the “Avoidance Proceeds”) of any Avoidance Actions (other than actions brought pursuant to section 549 of the Bankruptcy Code), but not the Avoidance Actions themselves; (e) the Maybrook and Consulate Debtors’ rights under section 506(c) and 550 of the Bankruptcy Code and the proceeds thereof; (f) all Maybrook and Consulate Prepetition Collateral; (g) all other DIP Collateral whether or not subject to valid, perfected, enforceable, and unavoidable liens on the Petition Date; and (h) to the extent not otherwise included, all proceeds, commercial tort claims set forth on Schedule 11.21 to

the Maybrook DIP Credit Agreement, insurance claims and other rights to payments not otherwise included in the foregoing and proceeds and products of the foregoing and all accessions to, substitutions and replacements for, and rent and profits of, each of the foregoing; provided, however, that, notwithstanding anything to the contrary in this Final Order, the liens on Avoidance Proceeds and the proceeds of any other cause of action (including commercial tort claims) (the “COA Proceeds” and with the Avoidance Proceeds, the “Allocated Proceeds”) in favor of the DIP Agent, for the benefit of itself and the DIP Lenders, shall be subject to an allocation (the “Allocation”) of sixty percent (60%) in favor of the DIP Agent, for the benefit of itself and the DIP Lenders, and forty percent (40%) in favor of the Committee, for the benefit of general unsecured creditors.

6. DIP Lien Priority. The DIP Liens securing the DIP Obligations are valid, automatically perfected, non-avoidable, senior in priority, and superior to any security, mortgage, collateral interest, lien, or claim to any of the DIP Collateral, except that the DIP Liens shall be subject to the Carve Out as set forth in this Final Order. The DIP Liens shall consist of:

i. Priming DIP Liens on Maybrook and Consulate Prepetition Collateral. Valid, binding, continuing, enforceable, and fully perfected, first priority security interests and liens upon all DIP Collateral which is Maybrook and Consulate Prepetition Collateral, which security interests in and liens upon, pursuant to Section 364(d)(1) of the Bankruptcy Code, shall be prior and senior in all respects to (i) the security interests and liens in favor of CIBC with

respect to DIP Collateral, (ii) the Adequate Protection Liens with respect to the DIP Collateral, and (iii) any security interest in, or other lien upon, any DIP Collateral that on the Petition Date was not a properly perfected, valid, enforceable and unavoidable security interest or lien. For avoidance of doubt, the DIP Liens shall not prime any lien arising from or relating to the Real Estate Taxes.

ii. Liens Junior to Certain Other Liens. Valid, binding, continuing, enforceable, and fully perfected, first priority security interests and liens upon all DIP Collateral that is not Maybrook and Consulate Prepetition Collateral (whether such DIP Collateral is in existence on, or created, acquired, arising after, the Petition Date), which security interests in and liens upon, pursuant to Section 364(c)(3) of the Bankruptcy Code, shall be junior to (but only to) any properly perfected, valid, unavoidable, and enforceable permitted prior liens.

iii. Unencumbered Property. Pursuant to Section 364(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, and fully perfected, first priority security interests and liens upon all prepetition and postpetition Unencumbered Property of the Maybrook and Consulate Debtors whether existing on the Petition Date or thereafter acquired (other than Avoidance Actions), that, on or as of the Petition Date or the date acquired (if acquired after the Petition Date) is not subject to a properly perfected, valid, enforceable and unavoidable lien.

iv. First Lien on Avoidance Proceeds. The DIP Agent, for the benefit of itself and the DIP Lenders, is hereby granted valid, binding, enforceable, non-avoidable, and automatically and properly perfected postpetition security interests in and liens on Avoidance Proceeds of any Maybrook and Consulate Debtor's Avoidance Actions, subject to the Allocation set forth above.

v. DIP Liens Not Subordinate. Other than as set forth herein or in the Maybrook DIP Documents, the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in the Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against any trustee or other estate representative appointed in the Chapter 11 Cases or any Successor Cases, upon the conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code (or in any other Successor Case), and/or upon the dismissal of any of the Chapter 11 Cases or Successor Cases. The DIP Liens shall not be subject to Sections 506(c), 510, 549 or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the DIP Liens. In no event shall any person who pays (or through the extension of credit to any Maybrook and Consulate Debtor, causes to be paid) any of the DIP Obligations be subrogated, in whole or in part, to any rights, remedies, claims, privileges, liens or priorities granted to or in favor of, or conferred upon, the DIP Agent or any DIP Lender by the terms of any DIP Documents or this Final Order unless and until the DIP Obligations owed to the DIP Lenders and

the Maybrook and Consulate Prepetition Secured Obligations owed to CIBC have been indefeasibly paid in full in cash.

7. DIP Superpriority Claims. Upon entry of this Final Order, the DIP Agent, on behalf of itself and the DIP Lenders, is hereby granted, pursuant to section 364(c)(1) of the Bankruptcy Code, an allowed superpriority administrative expense claim in each of the Chapter 11 Cases of the Maybrook and Consulate Debtors and any Successor Cases (collectively, the “DIP Superpriority Claims”) for all DIP Obligations: (a) subject only to the Carve Out, having priority over any and all administrative expense claims and unsecured claims against the Maybrook and Consulate Debtors or their estates in any of the Chapter 11 Cases and any Successor Cases, at any time existing or arising, of any kind or nature whatsoever, including administrative expenses of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 364, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1113 and 1114, and any other provision of the Bankruptcy Code, as provided under section 364(c)(1) of the Bankruptcy Code; (b) which shall at all times be senior to the rights of the Maybrook and Consulate Debtors and their estates, and any successor trustee or other estate representative to the extent permitted by law; and (c) shall be payable, to the extent such DIP Superpriority Claims arise, solely from the assets of the Maybrook and Consulate Debtors. 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 shall be payable from all prepetition and

postpetition property of the Maybrook and Consulate Debtors and all proceeds thereof, including, without limitation, the Avoidance Proceeds.

8. No Obligation to Extend Credit. The DIP Agent and DIP Lenders shall have no obligation to make any loan or advance, or to issue, amend, renew or extend any letters of credit or bankers' acceptance under the Maybrook DIP Documents, unless all of the conditions precedent to the making of such extension of credit or the issuance, amendment, renewal, or extension of such letter of credit or bankers' acceptance under the Maybrook DIP Documents and this Final Order have been satisfied in full or waived by the DIP Agent and in accordance with the terms of the Maybrook DIP Credit Agreement.

9. Use of Proceeds of DIP Facility. From and after the Petition Date, the Maybrook and Consulate Debtors shall use advances of credit under the Maybrook DIP Facility, in accordance with the Maybrook Budget (subject to such variances as are permitted under the Maybrook DIP Credit Agreement), only for the purposes specifically set forth in this Final Order and the Maybrook DIP Documents, and in compliance with the terms and conditions in this Final Order and the Maybrook DIP Documents.

10. DIP Roll-Up Obligations. Upon entry of this Final Order, without any further action by the Maybrook and Consulate Debtors or any other party, and as a condition to the provision of liquidity under the Maybrook DIP Facility, all DIP Roll-Up Obligations to the extent of the Roll-Up shall be deemed to have replaced and refinanced the corresponding portion

of the Maybrook and Consulate Prepetition Secured Obligations and shall automatically constitute DIP Obligations. Notwithstanding anything to the contrary contained in this Final Order or the Maybrook DIP Documents, for the avoidance of doubt, any release hereunder, or any payment or satisfaction of any or all of the DIP Obligations, DIP Roll-Up Obligations, or the Maybrook and Consulate Prepetition Obligations, shall not have any effect on any obligations of any Borrower or any guarantor with respect to any of the Maybrook and Consulate Prepetition Obligations, except, and to the extent, that such Maybrook and Consulate Prepetition Obligations constitute DIP Roll-Up Obligations.

Authorization to Use Cash Collateral

11. Authorization to Use Cash Collateral. Subject to the terms and conditions of this Final Order, the Maybrook DIP Facility, and the Maybrook DIP Documents and in accordance with the Maybrook Budget (subject to such variances as permitted in the Maybrook DIP Credit Agreement), the Maybrook and Consulate Debtors are authorized to use Cash Collateral until the Termination Date (as defined herein); *provided, however*, that during the Remedies Notice Period (as defined herein), the Maybrook and Consulate Debtors may use Cash Collateral in accordance with the terms and provisions of the Maybrook Budget or as otherwise agreed by the DIP Agent in its sole discretion, and the Carve Out Account shall be funded following delivery of the Carve Out Trigger Notice (as defined herein) as provided in paragraph 39 of this Final Order. Nothing in this Final Order shall authorize the disposition of any assets of the Maybrook and Consulate Debtors

or their estates outside the ordinary course of business, or any Maybrook and Consulate Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in this Final Order, the Maybrook DIP Facility, the Maybrook DIP Documents, and in accordance with the Maybrook Budget or by subsequent order of this Court.

12. Prepetition Adequate Protection Liens.

i. *Prepetition Adequate Protection Liens.* Pursuant to sections 361, 363(e), and 364(d) of the Bankruptcy Code, as adequate protection of the interests of CIBC against any Diminution in Value of such interests in the Maybrook and Consulate Prepetition Collateral, the Maybrook and Consulate Debtors hereby grant to CIBC, continuing, valid, binding, enforceable, non-avoidable and automatically perfected Prepetition Adequate Protection Liens; provided, however, that, notwithstanding anything to the contrary in this Final Order, the Prepetition Adequate Protection Liens are subject to the Allocation applicable to the Allocated Proceeds. The Prepetition Adequate Protection Liens are further subject to the reservation of rights set forth in paragraph 42 of this Final Order.

13. Priority of Prepetition Adequate Protection Liens.

i. The Prepetition Adequate Protection Liens shall be subject to the Carve Out as set forth in this Final Order and shall otherwise be junior only to the DIP Liens and DIP Superpriority Claims. The Prepetition Adequate Protection Liens shall be senior to all other security interests in, liens on, or claims against any of the Property.

ii. Except as provided herein or in the Maybrook DIP Credit Agreement, the Prepetition Adequate Protection Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter in the Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against any trustee or other estate representative appointed in any of the Chapter 11 Cases or any Successor Cases, or upon the dismissal of any of the Chapter 11 Cases or Successor Cases. The Prepetition Adequate Protection Liens shall not be subject to sections 506(c), 510, 549, 552(b) or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the Liens or the Prepetition Adequate Protection Liens.

14. Adequate Protection Superpriority Claims. As further adequate protection of the interests of CIBC in the Maybrook and Consulate Prepetition Collateral securing the Maybrook and Consulate Prepetition Secured Obligations against any Diminution in Value of such interests in such Maybrook and Consulate Prepetition Collateral, CIBC is hereby granted an allowed Prepetition Superpriority Claim. The Prepetition Superpriority Claim shall for purposes of Section 1129(a)(9)(A) of the Bankruptcy Code be considered an administrative expense allowed under Section 503(b) of the Bankruptcy Code and shall be payable from all prepetition and postpetition property of the Maybrook and Consulate Debtors and all proceeds thereof, including, without limitation, the Avoidance Proceeds.

15. Priority of the Adequate Protection Superpriority Claims. The Prepetition Superpriority Claim shall be subject to the Carve Out as set forth in this Final Order and shall otherwise be junior only to the DIP Superpriority Claims. The Prepetition Superpriority Claim shall have priority over all other administrative expense claims and unsecured claims against the Maybrook and Consulate Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1113, and 1114 of the Bankruptcy Code.

16. Adequate Protection Payments and Protections.

i. As further adequate protection (the “Prepetition Adequate Protection Payments”), the Maybrook and Consulate Debtors are authorized and directed to provide adequate protection to CIBC in the form of payment in cash (and as to fees and expenses, without the need for the filing of a formal fee application) of (i) immediately upon entry of this Final Order, payment of any unpaid interest, reasonable and documented fees, out-of-pocket expenses, and disbursements (including the reasonable and documented fees, out-of-pocket expenses, and disbursements of counsel, financial advisors, auditors, third-party consultants, and other vendors) incurred by or owed to CIBC arising prior to or after the Petition Date, and (ii) the reasonable and documented interest, fees, out-of-pocket expenses, and disbursements (including the reasonable and documented fees, out-of-pocket expenses, and

disbursements of counsel, financial advisors, auditors, third-party consultants, and other vendors) incurred by or owed to CIBC arising subsequent to the Petition Date. Solely to the extent provided for in the Maybrook and Consulate Prepetition Loan Documents, until the earlier to occur of (a) receipt by CIBC of releases and discharges of claims and liabilities in form and substance satisfactory CIBC, in its sole discretion, or (b) the expiration of the Challenge Deadline (as defined below) without the commencement of a Challenge (as defined below), as part of the adequate protection provided under this paragraph 16, CIBC shall be entitled to current payment of all interest, costs, expenses, and other amounts (including reasonable and documented attorneys' fees) incurred in connection with contingent indemnification, reimbursement or similar continuing obligations arising under the Maybrook and Consulate Prepetition Loan Documents or otherwise in respect of the Maybrook and Consulate Prepetition Secured Obligations, including in connection with or responding to:

a. formal or informal inquiries and/or discovery requests, any adversary proceeding, cause of action, objection, claim, defense, or other challenge as contemplated in paragraph 42 hereof, or

b. any Challenge against CIBC related to the Maybrook and Consulate Prepetition Loan Documents and the Maybrook and Consulate Prepetition Secured Obligations, or the Liens granted to CIBC, as applicable, whether in these Chapter 11 Cases or independently in another forum, court, or venue. Subject to compliance with the procedures set

forth in paragraph 35 of this Final Order, payment of costs, expenses, and other amounts (including reasonable and documented attorneys' fees) incurred in connection with prepetition indemnification obligations under the Maybrook and Consulate Prepetition Loan Documents shall be made as and when they arise (and may be paid with the proceeds of the Maybrook DIP Facility and/or from the proceeds of DIP Collateral), without further notice to or consent from the Maybrook and Consulate Debtors, the Committee, or any other parties in interest and without further order of this Court; *provided*, that (i) any such indemnification claims shall be subject to the terms of the Maybrook and Consulate Prepetition Loan Documents (including with respect to application of proceeds), (ii) the rights of parties in interest with requisite standing to object to any such indemnification claim(s) are hereby reserved in accordance with paragraph 42 hereof, and (iii) the Court shall reserve jurisdiction to hear and determine any such disputed indemnification claim(s). For the avoidance of doubt, the Maybrook and Consulate Debtors shall not indemnify CIBC from and against any successful Challenge.

17. Adequate Protection 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 CIBC hereunder is insufficient to compensate for any Diminution in Value of their respective interests in the Maybrook and Consulate Prepetition Collateral during the Chapter 11 Cases or any Successor Cases. The receipt by CIBC of the adequate protection provided herein shall not be deemed an admission that the interests of CIBC are adequately protected. Further, this

Final Order shall not prejudice or limit the rights of CIBC to seek additional relief with respect to the use of Cash Collateral or for additional adequate protection in a manner consistent with the Maybrook and Consulate Prepetition Loan Documents, and all parties-in-interests' rights are reserved with respect thereto. CIBC shall file any claim for Diminution in Value to be determined by the Court after notice and a hearing, with opportunity by any party in interest to object or otherwise respond.

Provisions Common to DIP Financing and use of Cash Collateral

18. Amendment of the Maybrook DIP Documents. The Maybrook DIP Documents may from time to time be amended, modified, or supplemented by the parties thereto without further order of the Court if the amendment, modification, or supplement is (a) non-material or non-adverse to the Maybrook and Consulate Debtors and (b) in accordance with the Maybrook DIP Documents. In the case of a material amendment, modification, or supplement to the Maybrook DIP Documents that is adverse to the Maybrook and Consulate Debtors' estates, the Maybrook and Consulate Debtors shall provide notice (which shall be provided through electronic mail) to counsel to the Committee and the U.S. Trustee (collectively, the "Notice Parties"), each of whom shall have five (5) days from the date of such notice to object in writing to such amendment, modification or supplement. If all Notice Parties indicate that they have no objection to the amendment, modification or supplement (or if no objections are timely received), the Maybrook and Consulate Debtors may proceed to execute the amendment, modification or

supplement, which shall become effective immediately upon execution. If a Notice Party timely objects to such amendment, modification or supplement, approval of the Court (which may be sought on an expedited basis) will be necessary to effectuate the amendment, modification or supplement; *provided* that such amendment, modification or supplement shall be without prejudice to the right of any party in interest to be heard. Any material modification, amendment or supplement that becomes effective in accordance with this paragraph 18 shall be filed with the Court.

19. Maybrook Budget. All borrowings under the Maybrook DIP Facility and all use of Cash Collateral shall be in compliance with the approved Maybrook Budget, subject to the Permitted Variance, and the Maybrook and Consulate Debtors shall not use any portion of the proceeds of the Maybrook DIP Facility or any Cash Collateral, directly or indirectly, in excess of the amounts set forth in the Maybrook Budget, except (and solely to the extent of) any variance permitted under the Maybrook DIP Credit Agreement or upon consent of the DIP Agent. The Maybrook Budget may be updated and amended from time to time in accordance with the Maybrook DIP Credit Agreement, provided that (i) such updated or amended Maybrook Budget shall be provided promptly to counsel for CIBC and any Committee; (ii) the Maybrook and Consulate Debtors shall not make any payments on account of any prepetition claim except in accordance with the Maybrook Budget or as otherwise permitted or required by an order of this Court; and (iii) the Maybrook and Consulate Debtors shall be required always to comply with the

Maybrook Budget as set forth in Maybrook DIP Credit Agreement, subject to the Permitted Variance.⁹

i. With respect to the Allowed Professional Fees (as defined herein) incurred by Case Professionals (as defined herein), each Cash Professional shall use commercially reasonable efforts to record time entries, in accordance with the requirements of the Bankruptcy Code, in such a manner that will allow for the identification of whether services rendered were primarily in relation to the Maybrook and Consulate Debtors, the Cuarzo Debtors, or for general services applicable to all Debtors in the Chapter 11 Cases. Services rendered: (i) by Case Professionals to and for the benefit of the Maybrook and Consulate Debtors shall be subject to the Maybrook Budget; (ii) for the benefit of the Cuarzo Debtors shall be subject to the budget identified in the Cuarzo Final DIP Order; and (iii) for general case administration for the benefit of all Debtors in these Chapter 11 Cases shall be allocated as follows: (y) four-thirteenths (4/13) shall be allocated to the Cuarzo Debtors and be subject to the budget identified in the Cuarzo Final DIP Order; and (z) nine-thirteenths (9/13) shall be allocated to the Maybrook and Consulate Debtors and be subject to the Maybrook Budget.

20. Maybrook Budget Compliance. The Maybrook and Consulate Debtors shall at all times comply with the Maybrook Budget, on the terms and subject to the variances set forth

⁹ The Maybrook Budget attached to this Final Order as Exhibit A has been approved by and is satisfactory to the DIP Lenders.

in the Maybrook DIP Credit Agreement. The Maybrook and Consulate Debtors shall provide all reports and other information as required in the Maybrook DIP Credit Agreement (subject to the grace periods provided therein). The Maybrook and Consulate Debtors' failure to comply with the Maybrook Budget (on the terms and subject to the variances set forth in the Maybrook DIP Credit Agreement) or to provide the reports and other information required in the Maybrook DIP Credit Agreement shall constitute an Event of Default (as defined herein), following the expiration of any applicable grace period set forth in the Maybrook DIP Credit Agreement.

21. Modification of Automatic Stay. The automatic stay imposed under section 362(a)(2) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this Final Order, including to: (a) permit the Maybrook and Consulate Debtors to grant the DIP Liens, Prepetition Adequate Protection Liens, DIP Superpriority Claims, and Prepetition Adequate Protection Superpriority Claims; (b) permit the Maybrook and Consulate Debtors to perform such acts as the DIP Agent may reasonably request to assure the perfection and priority of the liens granted herein; (c) permit CIBC to file, in the applicable registries of deeds and other appropriate public records, as prepetition lender in its sole discretion deems necessary or advisable, the assignments of UCC financing statements, mortgage assignments and related documents to reflect the transfer of the agency provisions pursuant to related documents; (d) permit the Maybrook and Consulate Debtors to incur all liabilities and obligations to the DIP Agent, DIP Lenders, and CIBC under the Maybrook DIP Documents, the Maybrook DIP Facility,

and this Final Order, as applicable; and (e) authorize the Maybrook and Consulate Debtors to pay, and the DIP Agent, the DIP Lenders, and CIBC to retain and apply, payments made in accordance with the terms of this Final Order and the Maybrook DIP Documents or the Maybrook and Consulate Prepetition Loan Documents, as applicable.

22. Perfection of DIP Liens and Prepetition Adequate Protection Liens. This Final Order shall be sufficient and conclusive evidence of the creation, validity, perfection, and priority of all liens granted herein, including the DIP Liens and the Prepetition Adequate Protection Liens, without the necessity of filing or recording any financing statement, mortgage, notice, or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement or mortgage) to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens and the Prepetition Adequate Protection Liens, or to evidence or entitle the DIP Agent, the DIP Lenders, and CIBC to the priorities granted herein. Notwithstanding the foregoing, each of the DIP Agent and CIBC is authorized to file, in the applicable registries of deeds and other appropriate public records, as it in its sole discretion deems necessary or advisable, (i) notice of this Final Order, and (ii) such financing statements, security agreements, mortgages, notices of liens, and other similar documents to perfect in accordance with applicable non-bankruptcy law or to otherwise evidence the DIP Liens and the Prepetition Adequate Protection Liens, and all such financing statements, mortgages, notices, and other

documents shall be deemed to have been filed or recorded as of the Petition Date; *provided, however*, that no such filing or recordation shall be necessary or required in order to create or perfect the DIP Liens or the Prepetition Adequate Protection Liens. The Maybrook and Consulate Debtors are authorized and directed to execute and deliver promptly upon demand to the DIP Agent and CIBC all such financing statements, mortgages, notices, and other documents as the DIP Agent and CIBC may reasonably request. Each of the DIP Agent and CIBC, in its discretion, may file a photocopy of this Final Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices of lien, or similar instrument. To the extent CIBC is listed as lender loss payee, loss payable, or additional insured under any of the Maybrook and Consulate Debtors' insurance policies, the DIP Agent shall also be deemed to be the secured party under such documents or to be the lender loss payee or additional insured, as applicable. CIBC shall serve as agent for the DIP Agent for purposes of perfecting the DIP Agent's liens on all DIP Collateral that, without giving effect to the Bankruptcy Code and this Final Order, is of a type such that perfection of a lien therein may be accomplished only by possession or control by a secured party.

23. Application of Proceeds of Collateral/Non-Ordinary Course Proceeds. As a condition to the entry of the Maybrook DIP Documents, the extension of credit under the Maybrook DIP Facility and the authorization to use Cash Collateral, the Maybrook and Consulate Debtors have agreed that, as of and commencing on the date of the Final Hearing, all proceeds of

any Dispositions (as defined in the Maybrook DIP Credit Agreement) of DIP Collateral received by the DIP Agent or any Lender (as defined in the Maybrook DIP Credit Agreement), and all net proceeds (as applicable) realized from the Maybrook and Consulate Debtors on account of the DIP Collateral (whether pursuant to cash dominion or arising from realization on DIP Collateral, setoff or otherwise), will be presumed to constitute and arise from DIP Collateral existing on the Petition Date and shall be promptly following their receipt transferred to the DIP Agent and applied (or, despite any prior application, reapplied) to pay, or in the case of contingent obligations, to cash collateralize, the DIP Obligations or the Maybrook and Consulate Prepetition Secured Obligations until indefeasible payment in full in cash of the DIP Obligations and the Maybrook and Consulate Prepetition Secured Obligations. Not unless and until all DIP Obligations and Maybrook and Consulate Prepetition Secured Obligations are paid in full in cash, may proceeds of Dispositions be applied to pay any other claim against the Maybrook and Consulate Debtors or their estates. If proceeds of Dispositions are applied to the Maybrook and Consulate Prepetition Secured Obligations, then such application shall be as provided in Maybrook and Consulate Prepetition Loan Documents; if proceeds of Dispositions are applied to the DIP Obligations, then such application shall be as provided in the Maybrook DIP Credit Agreement. CIBC expressly reserves its right to file a deficiency claim against the Maybrook Debtors.

24. Protections of Rights of DIP Agent, DIP Lenders and Prepetition Secured Parties.

i. Unless the DIP Agent, and CIBC, as applicable, shall have provided their prior written consent, or all DIP Obligations and all Maybrook and Consulate Prepetition Secured Obligations (excluding contingent indemnification obligations for which no claim has been asserted) have been indefeasibly paid in full in cash and the lending commitments under the Maybrook DIP Facility have terminated, there shall not be entered in any of these Chapter 11 Cases or any Successor Cases any order (including any order confirming any plan of reorganization or liquidation) that authorizes any of the following: (i) the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other Lien on all or any portion of the DIP Collateral or Prepetition Collateral and/or that is entitled to administrative priority status, in each case that is superior to or *pari passu* with the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Prepetition Adequate Protection Liens, and/or the Adequate Protection Superpriority Claims; (ii) the use of Cash Collateral for any purpose other than as permitted in the Maybrook DIP Documents and this Final Order; (iii) the return of goods pursuant to section 546(h) of the Bankruptcy Code (or other return of goods on account of any prepetition indebtedness) to any creditor of any Maybrook and Consulate Debtor or any creditor's taking any setoff or recoupment against any of its prepetition indebtedness based upon any such return of goods pursuant to section 553 of the Bankruptcy Code or otherwise; or (iv) any

modification of any of the DIP Agent's, the DIP Lenders', or CIBC's rights under Final Order, the Maybrook DIP Documents, the Maybrook Prepetition Loan Documents, or the Consulate Prepetition Loan Documents, as applicable, with respect any DIP Obligations or Maybrook and Consulate Prepetition Secured Obligations.

ii. Until the DIP Obligations (excluding contingent indemnification obligations for which no claim has been asserted) have been indefeasibly paid in full in cash, the Maybrook and Consulate Debtors shall (i) maintain books, records, and accounts to the extent and as required by the Maybrook DIP Documents (and subject to the applicable grace periods set forth therein); (ii) reasonably cooperate with, consult with, and provide to the DIP Agent all such information and documents that any or all of the Maybrook and Consulate Debtors are obligated (including upon reasonable request by any of the DIP Agent) to provide under the Maybrook DIP Documents or the provisions of this Final Order; (iii) upon reasonable advance notice, permit the DIP Agent and the advisors of each of the DIP Agent and CIBC to visit and inspect any of the Maybrook and Consulate Debtors' respective properties, to examine and make abstracts or copies from any of their respective books and records, to tour the Maybrook and Consulate Debtors' business premises and other properties, and to discuss, and provide advice with respect to, their respective affairs, finances, properties, business operations, and accounts with their respective officers, employees, independent public accountants, and other professional advisors (other than legal counsel) as and to the extent required by the Maybrook DIP Documents and/or the

Maybrook Loan Documents and Buckeye Loan Documents; (iv) permit the DIP Agent, CIBC and their respective advisors to consult with the Maybrook and Consulate Debtors' management and advisors on matters concerning the Maybrook and Consulate Debtors' businesses, financial condition, operations, and assets; and (v) upon reasonable advance notice, permit the DIP Agent and CIBC to conduct, at their discretion and at the Maybrook and Consulate Debtors' cost and expense, field audits, collateral examinations, liquidation valuations, and inventory appraisals at reasonable times in respect of any or all of the DIP Collateral and Prepetition Collateral in accordance with the Maybrook DIP Documents, the Maybrook Prepetition Loan Documents, and the Consulate Prepetition Loan Documents.

25. Credit Bidding. Subject to Section 363(k) of the Bankruptcy Code, in connection with any sale process authorized by the Court, the DIP Agent (by or through an acquisition vehicle, and in accordance with the terms of the Maybrook DIP Credit Agreement), the DIP Lenders, and CIBC (by or through an acquisition vehicle, and in accordance with the terms of the Maybrook Prepetition Loan Documents and Consulate Prepetition Loan Documents), may credit bid up to the full amount of the applicable outstanding DIP Obligations and/or Maybrook and Consulate Prepetition Secured Obligations, in each case including any accrued and unpaid interest and expenses (each a "Credit Bid") in any sale of any DIP Collateral or Prepetition Collateral, as applicable, whether such sale is effectuated through section 363 or section 1129 of the Bankruptcy Code, by a Chapter 7 trustee under section 725 of the Bankruptcy Code, or

otherwise, subject in each case to the rights and duties of the parties under the Maybrook DIP Documents, the Maybrook Prepetition Loan Documents and the Consulate Prepetition Loan Documents and to the provision of consideration sufficient to pay in full in cash any senior liens on the collateral that is subject to the credit bid including, but not limited to, payment in full and in cash of all Maybrook and Consulate Prepetition Secured Obligations. Each of the DIP Agent, the DIP Lenders, and CIBC shall be considered a “Qualified Bidder” with respect to its rights to acquire all or any of the assets by Credit Bid.

26. Proceeds of Subsequent Financing. If the Maybrook and Consulate Debtors, any trustee, any examiner with expanded powers, or any responsible officer subsequently appointed in these Chapter 11 Cases or any Successor Cases, shall obtain credit or incur debt pursuant to Bankruptcy Code sections 364(b), 364(c), or 364(d) or in violation of the Maybrook DIP Documents at any time prior to the indefeasible repayment in full in cash of all DIP Obligations and Maybrook and Consulate Prepetition Secured Obligations, and the termination of the DIP Lenders’ obligation to extend credit under the Maybrook DIP Facility, including subsequent to the confirmation of any plan with respect to any or all of the Maybrook and Consulate Debtors and their estates, and such facilities are secured by any DIP Collateral, then all the cash proceeds derived from such credit or debt shall immediately be turned over to the DIP Agent to be applied to the DIP Obligations and following indefeasible payment in full in cash of the DIP Obligations, to CIBC for application against the Maybrook and Consulate Prepetition

Secured Obligations and following indefeasible payment in full in cash of the DIP Obligations and Maybrook and Consulate Prepetition Secured Obligations, in accordance with this Final Order and the Maybrook DIP Documents, Maybrook Prepetition Loan Documents or Consulate Prepetition Loan Documents, as applicable.

27. Cash Collection. Unless otherwise agreed to in writing by the DIP Agent, or otherwise provided for herein, the Maybrook and Consulate Debtors shall maintain no accounts except those identified in any cash management order entered by the Court (a “Cash Management Order”). Following the occurrence and during the continuance of an Event of Default, the Maybrook and Consulate Debtors and the financial institutions where the Maybrook and Consulate Debtors’ Cash Collection Accounts are maintained (a those accounts are defined and identified in any Cash Management Order) are authorized and directed to remit, without offset or deduction, funds in such Cash Collection Accounts upon receipt of any direction to that effect from the DIP Agent.

28. Maintenance of DIP Collateral. Until the indefeasible payment in full in cash of all DIP Obligations, all Maybrook and Consulate Prepetition Secured Obligations, and the termination of the DIP Lenders’ obligation to extend credit under the Maybrook DIP Facility, the Maybrook and Consulate Debtors shall: (a) insure the DIP Collateral as required under the Maybrook DIP Facility, the Maybrook Prepetition Loan Documents or the Consulate Prepetition Loan Documents, as applicable; and (b) maintain the cash management system in effect as of the

Petition Date, as modified by any Cash Management Order, or as otherwise required by the Maybrook DIP Documents or this Final Order.

29. Disposition of DIP Collateral. Until the indefeasible payment in full in cash of all DIP Obligations and the Maybrook and Consulate Prepetition Secured Obligations, the Maybrook and Consulate Debtors shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the DIP Collateral or Maybrook and Consulate Prepetition Collateral other than in the ordinary course of business without the prior written consent of the DIP Agent and CIBC, as applicable (and no such consent shall be implied, from any other action, inaction or acquiescence by the DIP Agent, DIP Lenders, CIBC, or from any order of this Court), except as otherwise provided for in the Maybrook DIP Documents or otherwise ordered by the Court.

30. DIP Termination Date. On the DIP Termination Date: (a) all applicable DIP Obligations shall be immediately due and payable, all commitments to extend credit under the applicable DIP Facility will terminate, other than as required in paragraph 39 with respect to the Carve Out, all treasury, hedging obligations, such cash collateral shall not be subject to or subordinate to the Carve Out; (b) all authority to use Cash Collateral shall cease, *provided, however,* that during the Remedies Notice Period (as defined herein), the Maybrook and Consulate Debtors may use Cash Collateral to pay payroll and other expenses that the DIP Agent approves as critical to keeping the Maybrook and Consulate Debtors' business operating in accordance with the Maybrook Budget; *provided further* that following delivery of the Carve Out Trigger Notice

(as defined herein), the Maybrook and Consulate Debtors shall fund the Carve Out Account (as defined herein) in accordance with paragraph 39 of this Final Order; and (c) upon the expiration of the Remedies Notice Period, the DIP Agent shall be entitled to exercise rights and remedies under the Maybrook DIP Documents in accordance with this Final Order (including paragraph 33). For the purposes of this Final Order, “DIP Termination Date” shall mean the “Termination Date” as defined in the Maybrook DIP Credit Agreement. Notwithstanding anything to the contrary in this Final Order or the Maybrook DIP Credit Agreement, in the event the Maybrook and Consulate Debtors consummate a sale of all or substantially all of their assets pursuant to Section 363 of the Bankruptcy Code, upon entry of a Final Order, then notwithstanding the occurrence of the Termination Date (as defined in the Maybrook DIP Credit Agreement), the Maybrook and Consulate Debtors shall have the authority to continue using, and CIBC consents to the continued use of, Cash Collateral in accordance with the Maybrook Budget for a period of 60 days after closing, with the ability to seek additional time either by CIBC’s consent or approval by the Court.

31. Events of Default. The occurrence of any of the following events, unless waived by the DIP Agent in writing and in accordance with the terms of the Maybrook DIP Credit Agreement, shall constitute an event of default (an “Event of Default”): (a) the failure of the Maybrook and Consulate Debtors to perform, in any respect, any of the terms, provisions, conditions, covenants, or obligations under this Final Order, including the failure to comply with

the Case Milestones (as defined herein), or (b) the occurrence of an “Event of Default” under the Maybrook DIP Credit Agreement.

32. Case Milestones. As a condition to the Maybrook DIP Facility and the use of Cash Collateral, the Maybrook and Consulate Debtors shall comply with the Required Milestones (as defined in the Maybrook DIP Credit Agreement, attached as Schedule 11.18 to the Maybrook DIP Credit Agreement (as may be amended from time to time in accordance with the Maybrook DIP Documents, the “Case Milestones”)). For the avoidance of doubt, the failure of the Maybrook and Consulate Debtors to comply with any of the Case Milestones shall (a) constitute an immediate Event of Default under the Maybrook DIP Credit Agreement and this Final Order; (b) subject to the expiration of the Remedies Notice Period (as defined below), result in the automatic termination of the Maybrook and Consulate Debtors’ authority to use Cash Collateral under this Final Order; and (c) permit the DIP Agent, subject to paragraph 33, to exercise the rights and remedies provided for in this Final Order and the Maybrook DIP Documents.

33. Rights and Remedies Upon Event of Default. Immediately upon the occurrence and during the continuation of an Event of Default under the Maybrook DIP Documents or this Final Order, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion or notice to, hearing before, or order from the Court, but subject to the terms of this Final Order (and the Remedies Notice Period) (a) the DIP Agent may declare (any such declaration shall be referred to herein as a “Termination Declaration”) (i) all DIP Obligations

owing under the respective DIP Documents to be immediately due and payable, (ii) the termination, reduction or restriction of any further commitment to extend credit to the Maybrook and Consulate Debtors to the extent any such commitment remains under the Maybrook DIP Facility, (iii) termination of the Maybrook DIP Facility and the Maybrook DIP Documents as to any future liability or obligation of the DIP Agent and the DIP Lenders, but without affecting any of the DIP Liens or the DIP Obligations, and (iv) that the application of the Carve Out has occurred through the delivery by the DIP Agent of the Carve Out Trigger Notice (as defined herein) to the Maybrook and Consulate Debtors, the U.S. Trustee, and counsel to the Committee; and (b) the DIP Agent may declare a termination, reduction or restriction on the ability of the Maybrook and Consulate Debtors to use Cash Collateral (the date which is the earliest to occur of any such date a Termination Declaration is delivered and the DIP Termination Date shall be referred to herein as the (“Termination Date”)). The Termination Declaration shall be given by electronic mail (or other electronic means) to counsel to the Maybrook and Consulate Debtors, counsel to the Committee, and the U.S. Trustee. The automatic stay in the Chapter 11 Cases otherwise applicable to the DIP Agent, the DIP Lenders, and CIBC is hereby modified so that five (5) business days after the date a Termination Declaration is delivered (the “Remedies Notice Period”), subject to first funding the Carve Out (as defined herein), the DIP Agent and the DIP Lenders shall be entitled to exercise their rights and remedies in accordance with the Maybrook DIP Documents and this Final Order to satisfy the DIP Obligations, DIP Superpriority Claims, and DIP Liens; *provided* that upon the

repayment in full in cash of the DIP Obligations, CIBC shall be entitled to exercise its rights and remedies in accordance with the Maybrook and Consulate Prepetition Loan Documents and this Final Order to satisfy the Maybrook and Consulate Prepetition Secured Obligations, the Prepetition Adequate Protection Liens, and the Prepetition Superpriority Claims. During the Remedies Notice Period, the Maybrook and Consulate Debtors and/or the Committee shall be entitled to seek an emergency hearing within the Remedies Notice Period; *provided* that the sole issue that the Maybrook and Consulate Debtors may bring before the Court at any such emergency hearing is whether an Event of Default has occurred and/or is continuing, and the Maybrook and Consulate Debtors hereby waive their right to and shall not be entitled to seek relief, including under section 105 of the Bankruptcy Code, to the extent that such relief would in any way impair or restrict the rights and remedies of the DIP Agent, the DIP Lenders, or CIBC. Unless the Court orders otherwise, the automatic stay, as to DIP Agent, the DIP Lenders, and CIBC, as applicable, shall automatically be terminated at the end of the Remedies Notice Period without further notice or order. Unless the Court orders otherwise, upon expiration of the Remedies Notice Period, the DIP Agent, the DIP Lenders, and CIBC, shall be permitted to exercise all remedies set forth herein, in the Maybrook DIP Documents, the Maybrook and Consulate Prepetition Loan Documents, as applicable, and as otherwise available at law without further order of or application or motion to the Court consistent with paragraph 30 of this Final Order. Upon the occurrence and during the continuation of an Event of Default and the expiration of the Remedies Notice Period, the DIP

Agent and any liquidator or other professional will have the right to access and utilize, on a royalty-free basis, any trade names, trademarks, copyrights or other intellectual property to the extent necessary or appropriate in order to sell, lease or otherwise dispose of any of the DIP Collateral, including pursuant to any Court approved sale process.

34. Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Final Order. The DIP Agent, the DIP Lenders, and CIBC have acted in good faith in connection with this Final Order and are entitled to rely upon the protections granted herein and by section 364(e) of the Bankruptcy Code. Based on the findings set forth in this Final Order and the record made during the Interim and Final Hearings, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Final Order are hereafter reargued, reconsidered, reversed, modified, amended, or vacated by a subsequent order of this Court or any other court, the DIP Agent, the DIP Lenders, and CIBC are entitled to the protections provided in section 364(e) of the Bankruptcy Code to the maximum extent set forth therein. Any such modification, amendment or vacatur shall not affect the extent, validity, perfection, priority, allowability, enforceability or non-avoidability of any advances previously made or made hereunder, or lien, claim or priority granted, perfected, authorized or created hereby, unless modification, amendment or vacatur pertains to an authorization to obtain credit or incur debt, or to the granting of a priority lien, that is stayed pending appeal. Any liens or claims granted to the DIP Agent or DIP Lenders hereunder arising prior to the

effective date of any such modification, amendment or vacatur of this Final Order shall be governed in all respects by the original provisions of this Final Order, including to all rights, remedies, privileges and benefits granted herein.

35. DIP and Other Expenses. In addition to the Adequate Protection Payments, the Maybrook and Consulate Debtors are authorized and directed to pay (a) all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses due and outstanding as of the Petition Date of the DIP Agent and DIP Lenders in accordance with the Maybrook DIP Documents and (b) all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of the DIP Agent and the DIP Lenders, in connection with the Maybrook DIP Facility, as provided in the Maybrook DIP Documents, including attorneys' fees, monitoring and appraisal fees, financial advisory fees, fees and expenses of other consultants, and indemnification and reimbursement of fees and expenses. Without limitation of the generality of the foregoing, pursuant and subject to the DIP Orders and the Maybrook DIP Documents, the Loan Parties shall timely pay the reasonable and documented prepetition and postpetition fees and expenses Gutnicki LLP and Campbell & Levine, LLC, as counsel to the DIP Agent and CIBC. Payment of all such fees and expenses shall not be subject to allowance by the Court. Professionals for the DIP Agent, the DIP Lenders, and CIBC in respect to the Adequate Protection Payments shall not be required to submit invoices in any particular format, however any time that such professionals seek payment of fees and expenses from the Maybrook and Consulate Debtors, each

professional shall provide copies of its invoices (which shall not be required to contain time entries but such time entries may be reasonably requested by the U.S. Trustee, subject to objection by the professional subject to the request, and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney client privilege or of any benefits of the attorney work product doctrine) to the U.S. Trustee and counsel for the Committee contemporaneously with the delivery of such fee and expense statements to the Maybrook and Consulate Debtors. Any objections raised by the Maybrook and Consulate Debtors, the U.S. Trustee or the Committee 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) days of the receipt of such invoice; if after ten (10) days such objection remains unresolved, it will be subject to resolution by the Court. Pending such resolution, the undisputed portion of any such invoice will be paid promptly by the Maybrook and Consulate Debtors. No attorney or advisor to the DIP Agent, the DIP Lenders, or CIBC shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court. Any and all fees, costs, and expenses paid prior to the Petition Date by any of the Maybrook and Consulate Debtors to the (i) DIP Agent or DIP Lenders in connection with or with respect to the Maybrook DIP Facility; and (ii) subject to the reservation of rights in paragraph 42, CIBC in connection or with respect to these matters, are hereby approved

in full and shall not be subject to avoidance, disgorgement or any similar form of recovery by the Maybrook and Consulate Debtors.

36. Indemnification. The Maybrook and Consulate Debtors shall indemnify and hold harmless the DIP Agent and each DIP Lenders and their respective shareholders, partners, directors, agents, officers, subsidiaries and affiliates, successors and assigns, attorneys and professional advisors, in their respective capacities as such, in accordance with and only if and to the extent provided pursuant to the terms and conditions of the Maybrook DIP Credit Agreement.

37. Proofs of Claim. The DIP Agent, the DIP Lenders, and CIBC will not be required to file proofs of claim in any of the Chapter 11 Cases or Successor Cases for any claim allowed herein. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of the Chapter 11 Cases or Successor Cases to the contrary, CIBC is hereby authorized and entitled, in its sole discretion, but not required, to file (and amend and/or supplement, as it sees fit) a proof of claim and/or aggregate proofs of claim in each of the Chapter 11 Cases or Successor Cases with respect to the Maybrook and Consulate Prepetition Secured Obligations. Any proof of claim filed by CIBC will also be deemed to constitute the filing of such proof of claim in the Chapter 11 Cases of all other Debtors against which a claim may be asserted under the Maybrook and Consulate Prepetition Loan Documents, as applicable. Any order entered by the Court in relation to the establishment of a bar date in any of the Chapter 11 Cases or Successor Cases shall not apply to any claim of the DIP Agent, the DIP Lenders, CIBC arising

under, or in connection with, the Maybrook DIP Documents or the Maybrook and Consulate Prepetition Loan Documents, as applicable.

38. Rights of Access and Information. Without limiting the rights of access and information afforded the DIP Agent and the DIP Lenders under the Maybrook DIP Documents, the Maybrook and Consulate Debtors shall be, and hereby are, required to afford representatives, agents and/or employees of the DIP Agent and CIBC reasonable access to the Maybrook and Consulate Debtors' premises and their books and records in accordance with the Maybrook DIP Documents and the Maybrook and Consulate Prepetition Loan Documents, as applicable, and shall reasonably cooperate, consult with, and provide to such persons all such information as may be reasonably requested. The DIP Lenders may participate in any such visit or inspection at the expense of the Maybrook and Consulate Debtors as set forth in the Maybrook DIP Documents. In addition, the Maybrook and Consulate Debtors authorize their independent certified public accountants, financial advisors, investment bankers and consultants, who are not Case Professionals (defined herein), to cooperate, consult with, and provide to the DIP Agent and CIBC all such information as may be reasonably requested with respect to the business, results of operations and financial condition of any of the Maybrook and Consulate Debtors.

39. Carve Out.

i. As used in this Final Order, the "Carve Out" means, subject, in each case, to application of any retainers that may be held by the applicable professionals, without

duplication: (i) the payment of all allowed and unpaid professional fees and disbursements incurred by the Maybrook and Consulate Debtors and any statutory committees appointed in the Chapter 11 Cases pursuant to sections 327 and 1103 of the Bankruptcy Code for any of their respective professionals retained by final order of the Court, which order has not been reversed, vacated or stayed, unless such stay has been vacated (the “Case Professionals”) at any time prior to the delivery of the Carve Out Trigger Notice (as defined below) allowed by this Court (the “Allowed Professional Fees”), in an aggregate amount not to exceed those amounts that are reflected as a reserve for estimated professional fees and disbursements in the most recent Maybrook Budget delivered to the DIP Agent by the Maybrook and Consulate Debtors prior to the delivery of a Carve Out Trigger Notice (the “Professional Fee Carve Out Cap”); (ii) after delivery of a notice by the DIP Agent to the Maybrook and Consulate Debtors that an Event of Default has occurred and is continuing and the DIP Agent has delivered notice to the Maybrook and Consulate Debtors to the effect that the application of the Carve Out has occurred (the “Carve Out Trigger Notice”), the payment of allowed and unpaid professional fees and disbursements incurred by the Case Professionals following the delivery of the Carve Out Trigger Notice in an aggregate amount not in excess of \$300,000 (the “Wind-Down Carve Out Amount”), *plus* (iii) the payment of fees pursuant to 28 U.S.C. § 1930(a) and any fees required to be paid to the Clerk of the Court, which fees shall not be limited to amounts that may be set forth in the Maybrook Budget. Notwithstanding anything to the contrary in this Order, the Maybrook DIP Motion, the

Maybrook DIP Documents or the Maybrook and Consulate Prepetition Loan Documents, the Carve Out and the Termination Fee and Expense Reimbursement Carve out (as defined herein) are, and shall be, senior and shall be funded before payment of any obligations arising from or relating to the DIP Obligations and the Maybrook and Consulate Prepetition Obligations including, without limitation: (w) the DIP Liens; (x) the DIP Superpriority Claims; (y) the Prepetition Adequate Protection Liens; and (z) Prepetition Superpriority Claims.

ii. Notwithstanding the foregoing, so long as no Carve Out Trigger Notice has been issued by the DIP Agent, the Maybrook and Consulate Debtors shall be permitted to pay compensation and reimbursement of expenses allowed and payable under sections 328, 330 and 331 of the Bankruptcy Code but solely to the extent the same are reflected as estimated professional fees and disbursements in the most recent Maybrook Budget delivered to the DIP Agent by the Maybrook and Consulate Debtors prior to the delivery of a Carve Out Trigger Notice, as the same may be due and payable and otherwise allowed and payable by order of the Court. The Carve Out shall not be deemed increased if actual fees of Case Professionals are higher in fact than the estimates provided on the Maybrook Budget. No portion of the Carve-Out may be used in contravention of the restrictions or the limitations on the use of the Carve-Out set forth in this Final Order.

iii. *No Direct Obligation to Pay Professional Fees.* The DIP Agent, the DIP Lenders and CIBC shall not be responsible for the direct payment or reimbursement of any

fees or disbursements of any Case Professionals incurred in connection with the Chapter 11 Cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Final Order or otherwise shall be construed to obligate the DIP Agent, the DIP Lenders or CIBC in any way to pay compensation to or to reimburse expenses of any Case Professional or to guarantee that the Maybrook and Consulate Debtors have sufficient funds to pay such compensation or reimbursement.

iv. *Funding of Carve Out Following Delivery of Carve Out Trigger Notice.* Delivery of the Carve Out Trigger Notice by the DIP Agent to the Maybrook and Consulate Debtors shall be deemed a draw request and notice of borrowing by the Maybrook and Consulate Debtors for New Money DIP Loans under the Maybrook DIP Credit Agreement (as defined therein) in an amount equal to the sum of (i) the amount of the Professional Fee Carve Out Cap, (ii) the Wind Down Carve Out Amount, (iii) the amounts contemplated under paragraph (a)(iii) above, and (iv) the amount of the Termination Fee and Expense Reimbursement Carve out in accordance with paragraph 46 below. To the extent the amounts contemplated in the immediately preceding sentence are reflected as a reserve for professional fees and disbursements in the most recent Maybrook Budget delivered to the DIP Agent by the Maybrook and Consulate Debtors prior to delivery of a Carve Out Trigger Notice, the DIP Agent shall make available to the Maybrook and Consulate Debtors such amounts (which shall constitute New Money DIP Loans, as defined in the Maybrook DIP Credit Agreement). The Maybrook and Consulate Debtors shall deposit and

hold such amounts in a segregated account (the “Carve Out Account”) designated by the DIP Lenders in trust exclusively to pay the amounts described in this paragraph 39 (other than the Termination Fee and Expense Reimbursement Carve Out, which shall be paid into the Bid Protections Escrow in accordance with paragraph 46 below). The funds in the Carve Out Account shall remain subject to the DIP Liens and Prepetition Adequate Protection Liens and any amounts or funds in the Carve Out Account that are not required to be used to pay Allowed Professional Fees shall be returned to the DIP Agent, for application to the DIP Obligations in accordance with the Maybrook DIP Credit Agreement and following payment in full of the DIP Obligations, CIBC for distribution in accordance with the Maybrook and Consulate Prepetition Loan Documents.

v. *Payment of Carve Out After Carve Out Trigger Notice.* Any funding of the Carve Out shall be added to and made a part of the DIP Obligations and secured by the DIP Collateral and otherwise entitled to the protections granted under this Final Order, the Maybrook DIP Documents, the Bankruptcy Code and applicable law.

40. Limitations on Use of DIP Proceeds, Cash Collateral, and Carve Out. The Maybrook DIP Facility, the DIP Collateral, the Maybrook and Consulate Prepetition Collateral, the Cash Collateral and the Carve Out may not be used in connection with: (a) except to contest the occurrence of an Event of Default, preventing, hindering, or delaying any of the DIP Agent’s, the DIP Lenders’, or CIBC’s enforcement or realization upon any of the DIP Collateral or Maybrook and Consulate Prepetition Collateral; (b) using or seeking to use Cash Collateral except as provided

for in this Final Order and the Maybrook DIP Documents; (c) except as permitted in the Maybrook DIP Documents, selling or otherwise disposing of DIP Collateral without the consent of the DIP Agent; (d) except as permitted in the Maybrook DIP Documents, using or seeking to use any insurance proceeds constituting DIP Collateral without the consent of the DIP Agent; (e) except as permitted in the Maybrook DIP Documents, incurring Debt (as defined in the Maybrook DIP Credit Agreement) from any person other than the DIP Lender without the prior consent of the DIP Agent; (f) seeking to amend or modify any of the rights granted to the DIP Agent, the DIP Lenders, or CIBC under this Final Order, the Maybrook DIP Documents, or the Maybrook and Consulate Prepetition Loan Documents, including seeking to use Cash Collateral and/or DIP Collateral on a contested basis; (g) objecting to or challenging in any way the DIP Liens, the DIP Obligations, the CIBC Prepetition Liens, the Maybrook and Consulate Prepetition Secured Obligations, the DIP Collateral (including Cash Collateral) or, as the case may be, Maybrook and Consulate Prepetition Collateral, or any other claims or liens, held by or on behalf of any of the DIP Agent, the DIP Lenders, or CIBC, respectively; (h) asserting, commencing, or prosecuting any claims or causes of action whatsoever, including any actions under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions to recover or disgorge payments, against any of the DIP Agent, the DIP Lenders, CIBC, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees; (i) litigating, objecting to, challenging, or contesting in any manner, or raising any defenses to, the validity, extent, amount,

perfection, priority, or enforceability of any of the DIP Obligations, the DIP Liens, the CIBC Prepetition Liens, the Maybrook and Consulate Prepetition Secured Obligations, or any other rights or interests of any of the DIP Agent, the DIP Lenders, or CIBC; or (j) seeking to subordinate, recharacterize, disallow or avoid the DIP Obligations or the Maybrook and Consulate Prepetition Secured Obligations; *provided, however*, that the Carve Out and such collateral proceeds and loans under the Maybrook DIP Documents may be used for allowed fees and expenses, in an amount not to exceed, \$50,000 in the aggregate (the “Investigation Budget Amount”), incurred solely by the Committee, in investigating (but not prosecuting or challenging) the validity, enforceability, perfection, priority or extent of the Prepetition Liens and the Maybrook and Consulate Prepetition Secured Obligations, in accordance with paragraph 42 of this Final Order.

41. Payment of Compensation. Nothing herein shall be construed as a consent to the allowance of any professional fees or expenses or shall affect the right of the DIP Agent, the DIP Lenders, or CIBC to object to the allowance and payment of such fees and expenses. So long as an unwaived Event of Default has not occurred, the Maybrook and Consulate Debtors shall be permitted to pay fees and expenses allowed and payable by final order (that has not been vacated or stayed, unless the stay has been vacated) under sections 328, 330, 331, and 363 of the Bankruptcy Code, as the same may be due and payable, as reflected in the most recent Maybrook Budget provided by the Maybrook and Consulate Debtors to the DIP Agent.

42. Effect of Stipulations on Third Parties.

i. *Generally.* The admissions, stipulations, agreements, releases, and waivers set forth in this Final Order, including without limitation Paragraph F (collectively, the “Prepetition Lien and Claim Stipulations”), are and shall be binding on the Maybrook and Consulate Debtors. In addition, the Prepetition Lien and Claim Stipulations shall be binding on any subsequent trustee, responsible person, examiner with expanded powers, any other estate representative, and all creditors and parties in interest and all of their successors in interest and assigns, including the Committee, unless, and solely to the extent that, a party in interest with standing and requisite authority (other than the Maybrook and Consulate Debtors, as to which any Challenge (as defined below) is irrevocably waived and relinquished) (i) has timely filed the appropriate pleadings, and timely commenced the appropriate proceeding required under the Bankruptcy Code and Bankruptcy Rules, including as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth in this paragraph 42) challenging the Prepetition Lien and Claim Stipulations (each such proceeding or appropriate pleading commencing a proceeding or other contested matter, a “Challenge”) by no later than ninety (90) days after May 22, 2024 (the date that the Interim Order was entered) unless otherwise reduced to not less than sixty (60) days by agreement by and among the Maybrook and Consulate Debtors, the DIP Agent, and the Committee or upon further order of the Court (the “Challenge Deadline”); *provided* that if a chapter 11 trustee is appointed or the Chapter 11 Cases are converted to chapter

7 prior to the expiration of the Challenge Deadline, the chapter 11 trustee or chapter 7 trustee, as applicable, shall have until the later of (1) the Challenge Deadline or (2) the fifteenth (15th)) day after the appointment of the chapter 11 trustee or the conversion of the Chapter 11 Cases to chapter 7, as applicable, to commence a Challenge, subject to any further extension by order of the Court; and (ii) this Court enters judgment in favor of the plaintiff or movant in any such timely and properly commenced Challenge proceeding and any such judgment has become a final judgment that is not subject to any further review or appeal.

ii. *Binding Effect.* To the extent no Challenge is timely and properly commenced by the Challenge Deadline, or to the extent such proceeding does not result in a final and non-appealable judgment or order of this Court that is inconsistent with the Prepetition Lien and Claim Stipulations, then, without further notice, motion, or application to, order of, or hearing before, this Court and without the need or requirement to file any proof of claim, the Prepetition Lien and Claim Stipulations shall, pursuant to this Final Order, become binding, conclusive, and final on any person, entity, or party in interest in the Chapter 11 Cases, and their successors and assigns, and in any Successor Case for all purposes and shall not be subject to challenge or objection by any party in interest, including a trustee, responsible individual, examiner with expanded powers, or other representative of the Maybrook and Consulate Debtors' estates. Notwithstanding anything to the contrary herein, if any such proceeding is properly and timely commenced, the Prepetition Lien and Claim Stipulations shall nonetheless remain binding on all

other parties in interest and preclusive as provided in subparagraph (i) above except to the extent that any of such Prepetition Lien and Claim Stipulations is expressly the subject of a timely and properly filed Challenge, which Challenge is successful as set forth in a final judgment as provided in subparagraph (i) above. To the extent any such Challenge proceeding is timely and properly commenced, CIBC shall be entitled to payment of the related costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred under the Maybrook and Consulate Prepetition Loan Documents in defending themselves in any such proceeding as adequate protection. Upon a successful Challenge brought pursuant to this paragraph 42, the Court may fashion any appropriate remedy.

43. No Third-Party Rights. Except as explicitly provided for herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary.

44. Section 506(c) Claims. No costs or expenses of administration which have been or may be incurred in the Chapter 11 Cases at any time shall be charged against the DIP Agent, the DIP Lenders, CIBC, or any of their respective claims, the DIP Collateral, or the Maybrook and Consulate Prepetition Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the DIP Agent, the DIP Lenders, or CIBC, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by any such agents or lenders.

45. Limited Marshaling/Applications of Proceeds. The DIP Agent, the DIP Lenders, and CIBC shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral or the Maybrook and Consulate Prepetition Collateral, as the case may be, and proceeds shall be received and applied pursuant to this Final Order and the Maybrook DIP Documents notwithstanding any other agreement or provision to the contrary; provided, however, that, notwithstanding anything to the contrary in this Final Order, the DIP Agent, on behalf of itself and the DIP Lenders, shall marshal the proceeds from the transactions contemplated in the *Debtors’ Motion for Entry of Orders (A) Approving Sale of Substantially All of the Maybrook and Consulate Debtors’ Assets, Other than Accounts, Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Approving Bid Procedures for the Sale of Substantially All of the Maybrook And Consulate Debtors’ Assets, Other Than Accounts, (C) Approving Stalking Horse Bid Protections, (D) Scheduling Auction for and Hearing to Approve Sale of the Maybrook and Consulate Debtors’ Assets, (E) Approving Form and Manner of Notice of Sale, Auction, and Sale Order Hearing, (F) Approving Assumption and Assignment Procedures, (G) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, and (H) Granting Related Relief* [Doc. No. 125] (the “Sale Motion”) over the proceeds of all other DIP Collateral until the outside Closing Date (as defined in the Sale Motion) of September 16, 2024.

46. Termination Fee and Expense Reimbursement Carve Out. The Termination Fee¹⁰ and the Expense Reimbursement, solely for the benefit of the Stalking Horse Bidders, shall be paid (the “Termination Fee and Expense Reimbursement Carve Out”) to the Stalking Horse Bidders in accordance with the terms of the Stalking Horse Agreements and the Sales Procedure Order. Additionally, if the Bid Protections have not been paid to the Stalking Horse Bidders (and even if the right to payment of such Bid Protections is contingent or unliquidated) and a Carve Out Trigger Notice is delivered pursuant to Paragraph 39 of this Final Order, the Maybrook and Consulate Debtors shall fund (and the DIP Agent shall make available) a segregated account in the maximum total amount of the Bid Protections to be held in trust exclusively for the benefit of the Stalking Horse Bidders to satisfy all unpaid Bid Protections as provided in the Sales Procedure Order and upon further order of the Court (the “Bid Protections Escrow”), which Bid Protections Escrow shall terminate upon the earliest of (i) closing of the Transaction, (ii) payment of all Bid Protections due to the Stalking Horse Bidders due and payable pursuant to the Stalking Horse Agreements and the Sales Procedure Order, or (iii) five (5) business days following written notice of termination of the Stalking Horse Agreements for a reason that does not result in the payment of the Bid Protections to the Stalking Horse Bidders under the terms of the Stalking Horse Agreements and Sales Procedures Order.

¹⁰ Capitalized terms in this Paragraph 46 not otherwise defined in this Final Order shall have the same definitions as ascribed to them in the Sale Motion.

47. Section 552(b). CIBC shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to CIBC with respect to proceeds, product, offspring or profits of any of the Maybrook and Consulate Prepetition Collateral.

48. Limits on Lender Liability. Nothing in this Final Order, any of the Maybrook DIP Documents, or any other documents related thereto shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, the DIP Lenders or CIBC of any liability for any claims arising from any activities by the Maybrook and Consulate Debtors in the operation of their businesses or in connection with the administration of these Chapter 11 Cases. The DIP Agent and the DIP Lenders shall not, solely by reason of having made loans under the Maybrook DIP Facility, be deemed in control of the operations of the Maybrook and Consulate Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Maybrook and Consulate Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal or state statute). Nothing in this Final Order or the Maybrook DIP Documents, shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, the DIP Lenders, or CIBC of any liability for any claims arising from the prepetition or postpetition activities of any of the Maybrook and Consulate Debtors. As of the date of entry of this Final Order, neither the DIP

Agent or CIBC are control persons or insiders of the Maybrook and Consulate Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from the Maybrook DIP Facility, the Maybrook DIP Documents, and/or the Maybrook and Consulate Prepetition Loan Documents.

49. Insurance Proceeds and Policies. Upon entry of this Final Order and to the fullest extent provided by applicable law, the DIP Agent (on behalf of itself and the DIP Lenders) and CIBC shall be, and shall be deemed to be, without any further action or notice, named as additional insured and lender loss payee on each insurance policy maintained by the Maybrook and Consulate Debtors that in any way relates to the DIP Collateral.

50. Joint and Several Liability. Nothing in this Final Order shall be construed to constitute a substantive consolidation of any of the Debtors' estates, it being understood, however, that Maybrook and Consulate Debtors shall be jointly and severally liable for the obligations hereunder and all DIP Obligations in accordance with the terms hereof and of the Maybrook DIP Facility and the Maybrook DIP Documents.

51. No Superior Rights of Reclamation. Based on the findings and rulings herein regarding the integrated nature of the Maybrook DIP Facility and the Maybrook and Consulate Prepetition Loan Documents and the relation back of the DIP Liens, in no event shall any alleged right of reclamation or return (whether asserted under section 546(c) of the Bankruptcy Code or otherwise) be deemed to have priority over the DIP Liens.

52. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, subject to the Maybrook DIP Documents and the Maybrook and Consulate Prepetition Loan Documents, as applicable: (a) the DIP Agent's, the DIP Lenders', and CIBC's right to seek any other or supplemental relief in respect of the Maybrook and Consulate Debtors; (b) any of the rights of any of the DIP Agent, the DIP Lenders, and CIBC under the Bankruptcy Code or under non-bankruptcy law, including the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Chapter 11 Cases or Successor Cases, conversion of any of the Chapter 11 Cases to cases under Chapter 7, or appointment of a Chapter 11 trustee or examiner with expanded powers, or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a Chapter 11 plan or plans; or (c) any other rights, claims or privileges (whether legal, equitable or otherwise) of any of the DIP Agent, the DIP Lenders, or CIBC. Notwithstanding anything herein to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the Maybrook and Consulate Debtors', the Committee's, or any party in interest's right to oppose any of the relief requested in accordance with the immediately preceding sentence except as expressly set forth in this Final Order.

53. No Waiver by Failure to Seek Relief. The failure of the DIP Agent, the DIP Lenders, or CIBC to seek relief or otherwise exercise their rights and remedies under this Final

Order, the Maybrook DIP Documents, the Maybrook and Consulate Prepetition Loan Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the DIP Agent, the DIP Lenders, CIBC, the Committee, or any party in interest.

54. Binding Effect of Final Order. Immediately upon entry by this Court, and except as expressly provided herein, the terms and provisions of this Final Order shall become valid and binding upon and inure to the benefit of the Maybrook and Consulate Debtors, the DIP Agent, the DIP Lenders, CIBC, all other creditors of any of the Maybrook and Consulate Debtors, any Committee (or any other court appointed committee) appointed in the Chapter 11 Cases, and all other parties-in-interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in any of the Chapter 11 Cases, any Successor Cases, or upon dismissal of any Case or Successor Case.

55. No Modification of Final Order. Until and unless the DIP Obligations and the Maybrook and Consulate Prepetition Secured Obligations have been indefeasibly paid in full in cash, and all commitments to extend credit under the Maybrook DIP Facility have been terminated, the Maybrook and Consulate Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly: (a) without the prior written consent of the DIP Agent or CIBC, (i) any modification, stay, vacatur or amendment to this Final Order; or (ii) a priority claim for any administrative expense or unsecured claim against the Maybrook and Consulate Debtors

(now existing or hereafter arising of any kind or nature whatsoever, including any administrative expense of the kind specified in sections 503(b), 506(c), 507(a) or 507(b) of the Bankruptcy Code) in any of the Chapter 11 Cases or Successor Cases, equal or superior to the DIP Superpriority Claims or junior Prepetition Superpriority Claim, other than the Carve Out; (b) without the prior written consent of the DIP Agent or CIBC for any order allowing use of Cash Collateral (other than as permitted during the Remedies Notice Period) resulting from DIP Collateral or Maybrook and Consulate Prepetition Collateral; (c) without the prior written consent of the DIP Agent, any lien on any of the DIP Collateral with priority equal or superior to the DIP Liens, except as specifically provided in the Maybrook DIP Documents; or (d) without the prior written consent of CIBC, any lien on any of the DIP Collateral with priority equal or superior to the CIBC Prepetition Liens or junior Prepetition Adequate Protection Liens (other than the DIP Liens). The Maybrook and Consulate Debtors irrevocably waive any right to seek any amendment, modification or extension of this Final Order without the prior written consent, as provided in the foregoing, of the DIP Agent or CIBC, as applicable and no such consent shall be implied by any other action, inaction or acquiescence of the DIP Agent or CIBC.

56. Final Order Controls. In the event of any inconsistency between the terms and conditions of the Maybrook DIP Documents and of this Final Order, the provisions of this Final Order shall govern and control.

57. Discharge. The DIP Obligations and, subject to paragraph 42 herein, the obligations of the Maybrook and Consulate Debtors with respect to the adequate protection provided herein shall not be discharged by the entry of an order confirming any plan of reorganization in any of the Chapter 11 Cases, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless such obligations have been indefeasibly paid in full in cash (other than contingent indemnification obligations for which no claim has been asserted), on or before the effective date of such confirmed plan of reorganization, unless each of the DIP Agent, the DIP Lenders, and CIBC, as applicable, has otherwise agreed in writing.

58. Chapter 11 Plan. The Debtors, subject to exercising their sound business judgment and fiduciary duties in determining whether a chapter 11 plan is necessary, desirable, and feasible, the Committee, the DIP Agent, and CIBC, agree to cooperate in good faith for purposes of crafting, preparing, and filing a Chapter 11 plan or other mutually-acceptable exit, which mutually-acceptable exit would include a provision authorizing the Committee, or its designee, to administer any and all remaining claims and causes of action giving rise to Allocated Proceeds. For purposes of clarity and avoidance of doubt, in the event the parties are unable to reach an agreement on a mutually-acceptable exit, the Debtors reserve any and all rights with respect to pursuit of an exit strategy and the selection of any designee to administer any and all remaining claims and causes of action giving rise to Allocated Proceeds, and the Committee reserves all rights with respect to pursuit of an exit strategy and the selection of any designee to

administer any and all remaining claims and causes of action giving rise to Allocated Proceeds, seeking derivative standing, and terminating exclusivity.

59. Survival. The provisions of this Final Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any plan of reorganization in any of the Chapter 11 Cases; (b) converting any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code; (c) dismissing any of the Chapter 11 Cases or any Successor Cases; or (d) pursuant to which this Court abstains from hearing any of the Chapter 11 Cases or Successor Cases. The terms and provisions of this Final Order, including the claims, liens, security interests, and other protections granted to the DIP Agent, DIP Lenders, and CIBC granted pursuant to this Final Order and/or the Maybrook DIP Documents, notwithstanding the entry of any such orders described in (a)-(d), above, shall continue in the Chapter 11 Cases, in any Successor Cases, or following dismissal of the Chapter 11 Cases or any Successor Cases, and shall maintain their priority as provided by this Final Order until: (i) in respect of the Maybrook DIP Facility, all the DIP Obligations, pursuant to the Maybrook DIP Documents and this Final Order, have been indefeasibly paid in full in cash (other than contingent obligations with respect to then unasserted claims), and all commitments to extend credit under the Maybrook DIP Facility are terminated, and (ii) in respect of the Maybrook and Consulate Prepetition Loan Documents, all of the Maybrook and Consulate Prepetition Secured Obligations have been indefeasibly paid in full in cash (other than contingent indemnification obligations for which no claim has been

asserted) and the Challenge Deadline has passed without a Challenge being asserted. The terms and provisions concerning the indemnification of the DIP Agent and the DIP Lenders shall continue in the Chapter 11 Cases, in any Successor Cases, following dismissal of the Chapter 11 Cases or any Successor Cases, following termination of the Maybrook DIP Documents and/or the indefeasible repayment of the DIP Obligations.

60. Nunc Pro Tunc Effect of this Final Order. This Final Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable *nunc pro tunc* to the Petition Date immediately upon execution thereof.

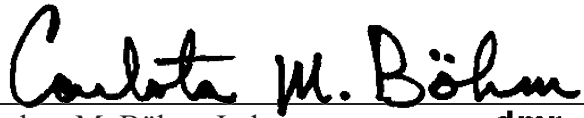
61. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce the terms of, any and all matters arising from or related to the Maybrook DIP Facility, and/or this Final Order.

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Prepared by: /s/ Daniel R. Schimizzi
Daniel R. Schimizzi, Proposed Local Counsel to the Debtors

BY THE COURT:

Dated: June 17, 2024



Carlota M. Böhm, Judge **dmr**
United States Bankruptcy Court

FILED
6/17/24 3:22 pm
CLERK
U.S. BANKRUPTCY
COURT - WDPA

EXHIBIT A

Budget

(\$ in millions)		<-- Transfer Date													Total
		F	F	F	F	F	F	F	F	F	F	F	F	13-Week	
		1	2	3	4	5	6	7	8	9	10	11	12	13	Forecast
#	Description	6/7	6/14	6/21	6/28	7/5	7/12	7/19	7/26	8/2	8/9	8/16	8/23	8/30	
1	CIBC Combined														
2	Receipts														
3	Census %	76.6%	76.6%	76.6%	76.6%	76.6%	76.6%	76.6%	76.6%	76.6%	0.0%	0.0%	0.0%	0.0%	53.0%
4	Receipts	0.5	2.5	0.4	1.8	0.1	3.3	0.1	0.3	1.7	0.8	2.7	0.3	1.4	15.9
5	Total Room & Board	0.5	2.5	0.4	1.8	0.1	3.3	0.1	0.3	1.7	0.8	2.7	0.3	1.4	15.9
6	Misc. Receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7	Total Receipts	0.5	2.5	0.4	1.8	0.1	3.3	0.1	0.3	1.7	0.8	2.7	0.3	1.4	15.9
8	Operating Disbursements														
9	Payroll	0.7	0.4	0.7	0.4	0.7	0.4	0.7	0.4	0.7	0.3	0.3	-	-	5.7
10	Payroll - Checks	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11	Payroll Taxes	0.2	0.1	0.2	0.1	0.2	0.1	0.2	0.1	0.2	0.1	0.1	-	-	1.8
12	Employee Benefits	0.0	0.1	0.0	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.3
13	Employee Reimbursements	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1
14	Health Insurance	-	-	-	-	-	0.0	-	-	-	-	0.2	-	-	0.2
15	Workers Compensation	-	0.1	-	-	-	0.1	-	-	-	-	0.1	-	-	0.3
16	Total Employee Expenses	1.0	0.7	1.0	0.5	1.0	0.7	1.0	0.5	1.0	0.4	0.8	0.0	0.0	8.5
17	Contractor / Agency	0.4	0.4	0.3	0.3	0.3	0.3	0.3	0.3	0.3	-	-	-	-	2.9
18	Medical Director	0.0	-	0.0	-	-	-	-	0.0	-	-	-	-	-	0.0
19	Operating Expenses	0.7	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	-	-	-	-	2.3
20	Provider Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-
21	Utilities	0.0	0.1	0.0	0.0	0.0	0.1	0.0	0.0	0.0	-	-	-	-	0.3
22	Insurance	-	0.1	-	-	-	0.1	-	-	-	-	0.1	-	-	0.3
23	IT	-	0.0	-	-	-	0.0	-	-	-	-	-	-	-	0.1
24	Professionals	-	0.0	-	-	-	0.0	-	-	-	-	-	-	-	0.1
25	Administrative Services Fees	0.1	0.1	-	0.1	-	0.1	-	0.1	-	-	-	-	-	0.4
26	Total Operating Expenses	1.2	0.9	0.6	0.7	0.5	0.8	0.5	0.6	0.5	-	0.1	-	-	6.3
27	Net Cash Flow b/f Non-Op Disb.	(1.8)	0.8	(1.2)	0.7	(1.3)	1.7	(1.3)	(0.8)	0.3	0.4	1.9	0.3	1.4	1.0
28	R/E & Other Taxes	0.1	-	-	-	0.1	-	-	-	-	-	-	-	-	0.1
29	Capex	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-	-	-	-	0.2
30	Loan Principal and Interest	0.5	-	-	-	0.5	-	-	-	-	0.5	-	-	-	1.6
31	Inter-bank Transfer (BK Groups)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
32	Net Cash Flows b/f Rx	(2.4)	0.8	(1.2)	0.7	(2.0)	1.7	(1.3)	(0.8)	0.3	(0.1)	1.9	0.3	1.4	(0.9)
33	Restructuring Disbursments														
34	Chapter 11 Filing Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
35	US Trustee Fees	-	-	-	-	-	-	0.0	-	-	-	-	-	-	0.0
36	Adequate Assurance - Utility Deposit	0.1	-	-	-	-	-	-	-	-	-	-	-	-	0.1
37	DIP Administration Fees and Interest	-	-	0.0	-	-	-	0.0	-	-	-	0.0	-	-	0.1
38	Sale Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-
39	Total Process Costs	0.1	-	0.0	-	-	-	0.0	-	-	-	0.0	-	-	0.2
40	Bass, Berry & Sims PLC	-	-	0.1	-	-	-	-	0.2	-	-	-	0.3	-	0.7
41	Local Counsel	-	-	0.1	-	-	-	-	0.1	-	-	-	0.0	-	0.2
42	Ankura	-	-	0.2	-	-	-	-	0.3	-	-	-	0.1	-	0.5
43	Independent Director	-	-	-	-	-	-	-	-	-	-	-	-	-	-
44	Collection Agency	-	-	-	-	-	-	-	-	-	-	-	-	-	-
45	Claims Agent	-	-	0.0	-	-	-	-	0.0	-	-	-	0.0	-	0.1
46	Patient Care Ombudsman	-	-	0.0	-	-	-	-	0.0	-	-	-	0.0	-	0.1
47	Total Debtor Prof. Fees	-	-	0.4	-	-	-	-	0.6	-	-	-	0.5	-	1.6
48	UCC Prof. Fees	-	-	-	-	-	-	-	0.6	-	-	-	0.3	-	0.8
49	Restructuring Prof. Fees - Lender	-	-	0.2	-	-	-	-	0.1	-	-	-	0.1	-	0.4
50	Total Professional Fees	-	-	0.6	-	-	-	-	1.3	-	-	-	0.9	-	2.8
51	Net Cash Flow a/f Rx	(2.5)	0.8	(1.9)	0.7	(2.0)	1.7	(1.4)	(2.1)	0.3	(0.1)	1.8	(0.6)	1.4	(3.9)
52	Cash Balances & Availability														
53	Beginning Book	3.5	1.0	1.9	3.7	4.3	2.4	4.0	2.7	1.2	1.4	1.3	3.2	2.5	3.5
54	Net Cash Flow	(2.5)	0.8	(1.9)	0.7	(2.0)	1.7	(1.4)	(2.1)	0.3	(0.1)	1.8	(0.6)	1.4	(3.9)
55	DIP Draw / (Repayment)	-	-	3.7	-	-	-	-	0.6	-	-	-	-	-	4.3
56	Ending Book	1.0	1.9	3.7	4.3	2.4	4.0	2.7	1.2	1.4	1.3	3.2	2.5	3.9	3.9
57	Float	-	-	-	-	-	-	-	-	-	-	-	-	-	-
58	Ending Bank	1.0	1.9	3.7	4.3	2.4	4.0	2.7	1.2	1.4	1.3	3.2	2.5	3.9	3.9
59	Minimum Liquidity	-	-	-	-	-	-	-	-	-	-	-	-	-	-
60	Total Availability	1.0	1.9	3.7	4.3	2.4	4.0	2.7	1.2	1.4	1.3	3.2	2.5	3.9	3.9

Notice Recipients

District/Off: 0315-2

User: auto

Date Created: 6/17/2024

Case: 24-21217-CMB

Form ID: pdf900

Total: 1

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	South Hills Operations, LLC	485 Lexington Avenue	10th Floor	New York, NY 10017
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TOTAL: 1