

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

|                                            |   |                                  |
|--------------------------------------------|---|----------------------------------|
| In re:                                     | ) | Chapter 11                       |
|                                            | ) |                                  |
| GO LAB, INC., <i>et al.</i> , <sup>1</sup> | ) | Case No. 25-10577 (KBO)          |
|                                            | ) | (Jointly Administered)           |
|                                            | ) |                                  |
| Debtors.                                   | ) | <b>Re: Docket Nos. 12 and 40</b> |

**FINAL ORDER (I) AUTHORIZING DEBTORS AND DEBTORS  
IN POSSESSION TO (A) OBTAIN POSTPETITION FINANCING, (B) USE  
CASH COLLATERAL, (C) GRANT LIENS AND SUPER-PRIORITY CLAIMS, AND  
(D) GRANT ADEQUATE PROTECTION; (II) MODIFYING THE AUTOMATIC STAY;  
(III) SCHEDULING A FINAL HEARING; AND (IV) GRANTING RELATED RELIEF**

Upon the motion [Docket No. 12] (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) pursuant to §§ 105, 361, 362, 363, 364(c)(1), 364(c)(2) and 364(c)(3), 364(d), 503, 506, 507 and 552 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 4001, 9013 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the “Bankruptcy Rules”), and Rules 2002-1, 4001-1, 4001-2 and 9013-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), for entry of an order (this “Final Order”) seeking, among other things:

- (1) authorization (a) for GO Lab Madison, LLC, a Delaware limited liability company (“GO-Madison”) and GO Lab Inc., a Delaware corporation (“GO-Inc.” and together with GO-Madison, the “Borrowers” and each a “Borrower”), as debtors and debtors-in-possession to obtain postpetition financing (the “DIP Facility”), consisting of a term loan facility (the “DIP Facility Loan”) in the aggregate maximum principal amount of up to \$10,000,000.00, of which up to \$3,250,000 was advanced upon the entry of the Interim Order (as defined below), with UMB Bank, N.A. (“UMB”), as administrative

<sup>1</sup> The Debtors in these Chapter 11 Cases are the following entities (the last four digits of each Debtor’s respective federal tax identification number follow in parentheses): GO Lab, Inc. (0447) and GO Lab Madison, LLC (6162). The Debtors’ corporate headquarters are located at 1 Main Street, PO Box 119, Madison, ME 04950.

<sup>2</sup> Capitalized terms used but not defined in this Final Order shall have the same meanings ascribed to such terms in the DIP Loan Agreement (defined below).

agent (in such capacity, the “DIP Agent”) for itself and the DIP Lenders (as defined below), subject and pursuant to the terms of the Interim Order and this Final Order, that certain Debtor-In-Possession Loan Agreement by and among the Borrowers, the DIP Agent, and the lender parties thereto (the “DIP Lenders”, and together with the DIP Agent, collectively, the “DIP Secured Parties”), which shall be in form and substance acceptable to the DIP Agent and the DIP Lenders and substantially similar to the form attached hereto as **Exhibit 1** (as the same amended, restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the “DIP Loan Agreement”) and any related documents and instruments delivered pursuant to or in connection therewith (collectively, and together with the DIP Loan Agreement, the “DIP Loan Documents”);

- (2) authorization for the Debtors to (i) execute and enter into the DIP Loan Documents and (ii) perform such other and further acts as may be required in connection with the DIP Loan Documents;
- (3) authorization for the Debtors to grant (i) valid, enforceable, nonavoidable and fully perfected security interests and liens (including liens pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code and consensual superpriority priming liens pursuant to section 364(d) of the Bankruptcy Code on Prepetition Collateral (as defined below)) to the DIP Agent, for the benefit of the DIP Secured Parties on all DIP Collateral (as defined below) to secure all obligations of the Debtors under and with respect to the DIP Facility (collectively, the “DIP Obligations”), subject and subordinate only to any Permitted Prepetition Liens (as defined below) and (ii) subject to the Carve-Out (as defined below) and the Permitted Indebtedness (as defined below), superpriority claims (including a superpriority administrative expense claim pursuant to section 364(c)(1) of the Bankruptcy Code) to the DIP Agent, for the benefit of the DIP Secured Parties, having recourse to all prepetition and postpetition property of the Debtors’ estates, now owned or hereafter acquired, including proceeds of Avoidance Actions (as defined below), whether received by judgment, settlement or otherwise;
- (4) authorization for the Debtors’ use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (but excluding any cash collateral subject to Permitted Prepetition Liens) (“Cash Collateral”) solely in accordance with the DIP Loan Documents (including, with respect to the proceeds of the DIP Facility Loan comprising Cash Collateral, the Approved Budget (as defined below) then in effect (the initial version of which was attached to the Interim Order as **Exhibit 2**), subject to the Permitted Variance (as defined below)), and the collection and application of Cash Collateral, in each case pursuant to the terms and conditions set forth in the Interim Order, this Final Order and the DIP Loan Agreement;
- (5) authorization to provide adequate protection of the liens and security interests (i) granted to the Stipulated Prepetition Secured Parties (defined below) pursuant to the Stipulated Prepetition Secured Note Documents and Prepetition Mechanic’s Liens; and (ii) securing the Stipulated Prepetition Secured Obligations, as more fully set forth in this Final Order;

- (6) the waiver by the Debtors of (a) any right to surcharge the Stipulated Prepetition Collateral (defined below) pursuant to section 506(c) of the Bankruptcy Code; (b) the equitable doctrine of marshaling and other similar doctrines, and (c) the “equities of the case” exception under section 552(b) of the Bankruptcy Code, to the extent set forth below;
- (7) the modification of the automatic stay imposed by Section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of this Final Order to the extent hereinafter set forth;
- (8) authorizing the DIP Agent, upon the occurrence of an Event of Default (as defined below) and subject to all applicable notice periods, to: (a) terminate the funding obligations under the DIP Loan Documents in accordance with their terms; (b) declare the DIP Obligations to be immediately due and payable in full, to the extent permitted by the terms thereof; and (c) subject to the Interim Order and this Final Order, be granted relief from the automatic stay to foreclose on the DIP Liens and DIP Collateral;
- (9) approving the Stipulations in paragraph G of this Final Order by the Debtors with respect to the Stipulated Prepetition Secured Note Documents and Prepetition Mechanic’s Liens (each as defined below), and the liens and security interests arising therefrom, subject to the Challenge Period described herein;
- (10) waiver of any applicable stay (including under Bankruptcy Rule 6004) and provision for immediate effectiveness of this Final Order; and
- (11) a final hearing on the Motion (“Final Hearing”) to consider entry of this Final Order granting the relief requested on a final basis.

The initial hearing on the Motion having been held by this Court on March 26, 2025 (the “Interim Hearing”) and a final hearing having been held on April 21, 2025 (the “Final Hearing”, and together with the Interim Hearing, the “Hearings”), and upon the record made by the Debtors at the Hearings, including the Motion, the *Declaration of Matthew O’Malia in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 3] (the “First Day Declaration”), the declaration of Paul Shin in support of the Motion [Docket No. 13] (the “DIP Declaration” and together with the First Day Declaration, collectively, the “Declarations”), and the filings and pleadings in the above-captioned chapter 11 cases (the “Chapter 11 Cases”); and the appropriate notice of the Motion, the relief requested therein, and the Final Hearing (the “Notice”) having

been provided and served by the Debtors in accordance with Bankruptcy Rule 4001(c)(2) and Local Rule 9013-1(m) on (i) counsel to the DIP Agent and DIP Lenders; (ii) counsel to the Prepetition Secured Bond Parties; (iii) the office of the United States Trustee (the “U.S. Trustee”), (iv) the holders of the twenty (20) largest unsecured claims, on a consolidated basis, against the Debtors’ estates, (v) the Internal Revenue Service and applicable state taxing authorities, (vi) any party that has asserted or may assert a lien in the Debtors’ assets; and (vii) all parties entitled to notice pursuant to Local Rule 9013-1(m) (collectively, the “Noticed Parties”) and the opportunity for a hearing on the Motion was appropriate, no other notice need be provided and such notice complies with the Bankruptcy and Local Rules; and after due deliberation sufficient cause appearing therefor;

**BASED UPON THE RECORD ESTABLISHED AT THE HEARINGS BY THE DEBTORS, INCLUDING THE SUBMISSIONS OF THE DECLARATIONS, THE FACTS IN THE MOTION AND THE REPRESENTATIONS OF COUNSEL, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:<sup>3</sup>**

**A. Petition.** On March 24, 2025 (the “Petition Date”), each Debtor filed a voluntary petition (each, a “Petition”) under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (this “Court”). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.

<sup>3</sup> The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent any findings of fact constitute conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such.

**B. Disposition.** The Motion is hereby granted in accordance with and to the extent set forth in this Final Order. Any objections to the Motion with respect to the entry of the Final Order that have not been withdrawn, waived, resolved, or settled are hereby denied and overruled.

**C. Jurisdiction and Venue.** The Court has jurisdiction of this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334, as well as the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012. The Motion is a “core” proceeding as defined in 28 U.S.C. §§ 157(b)(2)(A), (D) and (M). This Court may enter a final order consistent with Article III of the United States Constitution. Venue of the Chapter 11 Cases and the Motion in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief sought herein are sections 105, 361, 362, 363, 364, 503, 506, 507 and 552 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, 9013 and 9014 and the applicable provisions of the Local Rules.

**D. Committee Formation.** As of the date hereof, the U.S. Trustee has not appointed an official committee of unsecured creditors in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (a “Committee”) and, on April 7, 2025, the U.S. Trustee filed the *Statement That Unsecured Creditors Committee Has Not Been Appointed* [Docket No. 66] disclosing that a Committee has not been formed due to no unsecured creditor interest.

**E. Interim Order.** Based on the Motion, the Interim Hearing, and all the relevant pleadings filed with this Court, the Court approved the Debtors’ entry into and performance under the DIP Loan Agreement and the other DIP Loan Documents as well as all other requested interim relief and entered the *Interim Order (I) Authorizing Debtors and Debtors in Possession*

to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, (C) Grant Liens and Super-Priority Claims, and (D) Grant Adequate Protection; (II) Modifying the Automatic Stay; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief [Docket No. 40] (the “Interim Order”). Pursuant to the Interim Order, the Debtors were authorized, among other things, to borrow up to \$3,250,000 under the DIP Facility.

**F. Notice.** Notice of the Motion has been provided as required by and in compliance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and the Interim Order, and no other or further notice of the Motion with respect to the relief requested at the Final Hearing or the entry of this Final Order shall be required.

**G. Acknowledgments and Agreements of Debtors.** After consultation with their attorneys and financial advisors, and without prejudice to the rights of any Committee appointed in these Chapter 11 Cases or other parties-in-interest as and to the extent set forth in paragraph 16 of this Final Order, the Debtors, on their behalf and on behalf of their estates admit, stipulate, acknowledge and agree that (collectively, the “Stipulations”):

(i) Prepetition Secured Bond Obligations. GO-Madison is indebted and liable to the Prepetition Secured Bond Parties (as defined below) under (A) the Indenture of Trust dated as of December 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), between Finance Authority of Maine, a body corporate and politic and a public instrumentality of the State of Maine (with its successors and assigns, the “Authority”) and UMB Bank, N.A. (as successor to Citibank, N.A.), a national banking association, as trustee (the “Bond Trustee”), wherein the Authority issued its Series 2021 Bonds (as defined in the Indenture) (the “Bonds”), (B) that certain Loan Agreement, dated as of December 1, 2021, between the Authority and GO-Madison (as amended, restated, supplemented

or otherwise modified from time to time, the “Bond Loan Agreement”), and (C) the other Transaction Documents (as defined in the Indenture), including the Mortgage Deed, Security Agreement and Financing Statement, dated December 23, 2021, executed by GO-Madison, to secure the payment of the principal of, premium, if any, and interest payable on the Bonds (as amended, modified or supplemented from time to time, the “Bond Mortgage”), the Assignment of Mortgage, dated December 23, 2021, executed by the Authority, to assign all rights, title and interest in and to the Bond Mortgage of the Authority to the Bond Trustee (as amended, modified or supplemented from time to time, the “Mortgage Assignment”), that certain Security Agreement dated as of December 1, 2021, delivered by GO-Madison for the benefit of the Bond Trustee (as amended, modified or supplemented from time to time, the “Security Agreement”), and that certain Membership Interest Pledge between GLMH and the Bond Trustee, dated as of December 1, 2021 (as amended, modified or supplemented from time to time, the “Pledge Agreement”) and all collateral and ancillary documents executed or delivered in connection therewith. the obligations of GO-Madison under the Indenture, the Bond Loan Agreement, the other Bond Transaction Documents (collectively, the “Prepetition Secured Bond Documents”).

(ii) As of the Petition Date, GO-Madison was truly and justly indebted to the Bond Trustee and the holders of the Bonds (the “Bondholders”, and together with the Bond Trustee, collectively, the “Prepetition Secured Bond Parties”), without defense, counterclaim or offset of any kind, pursuant to the Prepetition Secured Bond Documents in the aggregate principal amount of \$85,000,000.00 in respect of the Bonds, *plus* accrued and unpaid interest at the default rate with respect thereto and any additional fees, costs and expenses (including any fees and expenses of attorneys, financial advisors, and other professionals that are chargeable or reimbursable under the Prepetition Secured Bond Documents), indemnification

obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect to any of the GO-Madison's obligations pursuant to the Prepetition Secured Bond Documents (collectively, the "Prepetition Secured Bond Obligations").

(iii) Prepetition Secured Bond Collateral. As of the Petition Date, the Prepetition Secured Bond Obligations were secured, pursuant to the Prepetition Secured Bond Documents, by valid, perfected, enforceable and non-avoidable senior-priority security interests and liens (the "Prepetition GO-Madison Bond Liens") granted by GO-Madison to the Bond Trustee for the benefit of the Bondholders, in all of GO-Madison's right, title and interest in, to and under the Collateral (as defined in the Prepetition Secured Bond Documents) (all of which are collectively referred to as the "Prepetition GO-Madison Bond Collateral"), including all of GO-Madison's right, title and interest in the Real Estate and Personal Property (each as defined in the Bond Mortgage) located on or within the real property described on Exhibit A to the Bond Mortgage (the "Project Property") and all Collateral as described and defined in the Security Agreement; *provided, however*, that the Prepetition GO-Madison Bond Liens on the Project Property and related fixtures are junior only to the Prepetition Mechanic's Liens to the extent such Mechanic's Liens are valid and properly perfected.

(iv) As of the Petition Date, the Prepetition Secured Bond Obligations were also secured, pursuant to the Prepetition Secured Bond Documents, by valid, perfected, enforceable and non-avoidable first-priority security interests and liens (the "Prepetition GLMH Bond Liens") and together with the Prepetition GO-Madison Bond Liens, collectively, the "Prepetition Bond Liens"), granted by GLMH to the Bond Trustee for the benefit of Bondholders, in all of GLMH's right, title and interest in, to and under GLMH's limited liability

company interests in GO-Madison, among other property as more fully described in the Pledge Agreement (the “Prepetition GLMH Bond Collateral,” and together with the Prepetition GO-Madison Bond Collateral, collectively, the “Prepetition Secured Bond Collateral”).

(v) Stipulation Regarding Prepetition Secured Bond Obligations and Prepetition Bond Liens. The Prepetition Secured Bond Obligations owing to the Prepetition Secured Bond Parties constitute legal, valid, and binding obligations of the Debtors and their applicable affiliates, enforceable against them in accordance with their respective terms (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code). The Prepetition Bond Liens granted to the Bond Trustee constitute legal, valid, binding, enforceable (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), and perfected security interests in and liens on the Prepetition Bond Collateral were granted to, or for the benefit of, the Prepetition Secured Bond Parties for fair consideration and reasonably equivalent value, and are not subject to defense, counterclaim, recharacterization, subordination, avoidance, or recovery pursuant to the Bankruptcy Code or applicable non-bankruptcy law or equity or regulation by any person or entity, including in any successor cases.

(vi) Cianbro Mechanic’s Liens. As of the Petition Date, GO-Madison was truly and justly indebted to Cianbro Corporation (“Cianbro”) in the aggregate outstanding principal amount of \$15,202,547.84 (the “Prepetition Cianbro Obligations”), which gave rise to a mechanic’s lien in favor of Cianbro against GO-Madison (the “Cianbro Mechanic’s Lien”) for work performed on the Project Property (defined below) (the “Prepetition Cianbro Collateral”).

(vii) Gilman Mechanic's Lien. As of the Petition Date, GO-Madison was truly and justly indebted to Consolidated Electrical Distributors, Inc., d/b/a Gilman Electrical Supply ("Gilman" and, together with Cianbro, the "Mechanic's Lienholders") in the aggregate outstanding principal amount of \$144,953 (the "Prepetition Gilman Obligations" and, together with the Prepetition Cianbro Obligations, the "Prepetition Mechanic's Lienholders Obligations"), which gave rise to a mechanic's lien in favor of Gilman against GO-Madison (the "Gilman Mechanic's Lien" and together with the Cianbro Mechanic's Lien, the "Prepetition Mechanic's Liens") for work performed on the Project Property (the "Prepetition Gilman Collateral" and, together with the Prepetition Cianbro Collateral, the "Prepetition Mechanics' Lienholders Collateral").

(viii) Prepetition Secured Saint-Gobain Obligations. As of the Petition Date, GO-Inc. was truly and justly indebted, to Saint-Gobain Delaware Corporation, a Delaware corporation ("Saint-Gobain" and together with the Prepetition Secured Bond Parties and Mechanic's Lienholders, the "Stipulated Prepetition Secured Parties"), without defense, counterclaim or offset of any kind, pursuant to (A) that certain Secured Convertible Promissory Note, dated April 26, 2024, between issued by GO-Inc. to Saint-Gobain, as lender holder (as amended, restated, supplemented or otherwise modified from time to time, the "Saint-Gobain Note") and (B) such other collateral and ancillary documents executed or delivered in connection therewith (collectively, and with the Saint-Gobain Note, the "Prepetition Saint-Gobain Note Documents" and together with the Prepetition Bond Documents, the "Stipulated Prepetition Secured Note Documents"), in the aggregate principal amount of \$10,000,000.00, *plus* accrued and unpaid interest with respect thereto and any additional fees, costs and expenses (including any fees and expenses of attorneys, financial advisors, and other professionals that are chargeable

or reimbursable under the Prepetition Saint-Gobain Note Documents), indemnification obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect to any of GO-Inc.'s obligations pursuant to the Prepetition Saint-Gobain Note Documents (collectively, the "Prepetition Secured Saint-Gobain Obligations", and together with the Prepetition Secured Bond Obligations and Prepetition Mechanics' Lienholders Obligations, the "Stipulated Prepetition Secured Obligations"). As of the Petition Date, the Prepetition Secured Saint-Gobain Obligations were fully secured, pursuant to the Prepetition Saint-Gobain Note Documents, by valid, perfected, enforceable and non-avoidable shared first-priority security interests and liens (the "Prepetition Saint-Gobain Note Liens", and together with the Prepetition Bond Liens and Prepetition Mechanic's Liens, the "Stipulated Prepetition Liens"), granted by GO-Inc. to the Saint-Gobain, in all of GO-Inc.'s right, title and interest in, to and under the Collateral (as defined in the Prepetition Saint-Gobain Note Documents) (all of which are collectively referred to as the "Prepetition Saint-Gobain Note Collateral", and together with the Prepetition Secured Bond Collateral and Prepetition Mechanics' Lienholders Collateral, the "Stipulated Prepetition Collateral").

(ix) No Challenges/Claims. No offsets, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Stipulated Prepetition Liens or Stipulated Prepetition Secured Obligations exist, no facts or occurrence supporting or giving rise to any offset, challenge, objection, defense, claim or counterclaim of any kind or nature to any of the Stipulated Prepetition Liens or Stipulated Prepetition Secured Obligations exist and no portion of the Stipulated Prepetition Liens or Stipulated Prepetition Secured Obligations are subject to any challenge or defense including, without limitation, avoidance, recharacterization,

reduction, set-off, offset, counterclaim, cross-claim, recoupment, defenses, disallowance, disgorgement, impairment, recovery, subordination (equitable or otherwise), or any other legal or equitable challenges pursuant to the Bankruptcy Code, applicable non-bankruptcy law, regulation or in equity by any person or entity. The Debtors and their estates have no valid Claims (as such term is defined in section 101(5) of the Bankruptcy Code), objections, challenges, causes of action, and/or choses in action or basis for any equitable relief against any of the Stipulated Prepetition Secured Parties or any of their respective predecessors, affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees with respect to the Prepetition Secured Note Documents, Prepetition Mechanic's Liens, Stipulated Prepetition Secured Obligations, Stipulated Prepetition Liens, or otherwise, whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, avoidance, recovery, disallowance, reduction, or other Claims arising under or pursuant to sections 105, 502, 510, 541, 542 through 553, inclusive, or 558 of the Bankruptcy Code or applicable non-bankruptcy law equivalents. The Stipulated Prepetition Secured Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(x) Default by the Debtors. The Debtors acknowledge and stipulate that they have been and are in default of their obligations under the Prepetition Secured Bond Documents, including as a result of the Chapter 11 Cases, and that certain Events of Default (as defined in the Prepetition Secured Bond Documents) have occurred thereunder. As of the Petition Date, therefore, interest is accruing on the Bonds at the default rate.

(xi) Indemnity. The Debtors agree to indemnify and hold harmless the DIP Agent and DIP Lenders and each of their affiliates and each of their respective officers, directors, employees, agents, advisors, attorneys and representatives (each, an "Indemnified

Party”) from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and disbursements of counsel), that may be incurred by or asserted or awarded against any Indemnified Party (including, without limitation, in connection with any investigation, litigation or proceeding or the preparation of a defense in connection therewith), arising out of or in connection with or by reason of the transactions contemplated in the Interim Order, this Final Order, and the DIP Loan Documents, except with respect to challenges to the Stipulated Prepetition Liens or to the extent arising from an Indemnified Party’s gross negligence or willful misconduct. In the case of an investigation, litigation or other proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any of the Debtors’ respective directors, security holders or creditors, an Indemnified Party or any other Person or an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated.

(xii) Proof of Claim. The acknowledgments by the Debtors of the Stipulated Prepetition Secured Obligations and the liens, rights, priorities and protections granted to or in favor of each of the Stipulated Prepetition Secured Parties, respectively, in respect of the Stipulated Prepetition Collateral as set forth herein and in the Stipulated Prepetition Secured Note Documents or with respect to the Prepetition Mechanic’s Liens shall each be deemed timely filed proofs of claim on behalf of each of the Stipulated Prepetition Secured Parties, respectively, in each of these Chapter 11 Cases.

(xiii) Sale and Credit Bidding. The Debtors admit, stipulate, acknowledge, and agree that any of the DIP Lenders, the DIP Agent, or the Stipulated Prepetition Secured Parties, shall have the right, pursuant to section 363(k) of the Bankruptcy Code, to credit

bid the entirety of (or any portion of) their respective Stipulated Prepetition Secured Obligations and/or the Borrowers' obligations under the DIP Facility, as applicable, secured by their respective Stipulated Prepetition Liens.

(xiv) Existing Bondholder-SEDC-QLICI Intercreditor and Subordination Agreement. That certain Amended and Restated Intercreditor Agreement, dated as of December 30, 2024, among the Borrowers, the Bond Trustee, the QLICI Lenders and SEDC, and joined, acknowledged and confirmed by the Authority, (as amended, restated, supplemented or otherwise modified from time to time, the "Bondholder Intercreditor Agreement"), was entered into to govern the respective rights, interests, obligations, priority, and positions of the Prepetition Secured Bond Parties, QLICI Lenders and SEDC with respect to the assets and properties of the Debtors. The Bondholder Intercreditor Agreement is a valid and enforceable "subordination agreement" under section 510(a) of the Bankruptcy Code and are, as of the Petition Date, and shall continue to be as provided herein, binding all parties thereto.

(xv) Existing Open Prairie Intercreditor Agreement. That certain Intercreditor Agreement, dated as of April 26, 2024, among the GO-Inc., Open Prairie and Saint-Gobain on its own behalf and as agent for the other GO-Inc. Senior Secured Noteholders (as amended, restated, supplemented or otherwise modified from time to time, the "Open Prairie Intercreditor Agreement"), was entered into to govern the respective rights, interests, obligations, priority, and positions of the Prepetition GO-Inc. Senior Secured Note Liens and Prepetition Open Prairie Liens with respect to the Prepetition GO-Inc. Senior Secured Note Collateral and Prepetition Open Prairie Collateral. In the Open Prairie Intercreditor Agreement, among other things, the Open Prairie agreed to not to object to GO-Inc. obtaining debtor-in-possession financing or the grant of priming debtor-in-possession financing liens on the Prepetition Open

Prairie Collateral if the GO-Inc. Senior Secured Noteholders consent to such debtor-in-possession financing and priming liens. The Open Prairie Intercreditor Agreement is a valid and enforceable “subordination agreement” under section 510(a) of the Bankruptcy Code and are, as of the Petition Date, and shall continue to be as provided herein, binding all parties thereto.

(xvi) Existing Shareholder-Noteholder Subordination and Intercreditor Agreement. That certain Subordination and Intercreditor Agreement, dated as of April 26, 2024, among the GO-Inc., the Shareholder-Noteholders and Saint-Gobain on its own behalf and as agent for the other GO-Inc. Senior Secured Noteholders (as amended, restated, supplemented or otherwise modified from time to time, the “Shareholder-Noteholder Intercreditor Agreement” and together with the Bondholders Intercreditor Agreement and Open Prairie Intercreditor Agreement, the “Intercreditor Agreements”), was entered into to govern the respective rights, interests, obligations, priority, and positions of the GO-Inc. Senior Secured Noteholders and the Shareholder-Noteholders with respect to the Prepetition GO-Inc. Senior Secured Note Collateral and Prepetition Shareholder Note Collateral. In the Shareholder-Noteholder Intercreditor Agreement, among other things, the Shareholder-Noteholders agreed to not to object to GO-Inc. obtaining debtor-in-possession financing or the grant of priming debtor-in-possession financing liens on the Prepetition Shareholder Note Collateral if the GO-Inc. Senior Secured Noteholders consent to such debtor-in-possession financing and priming liens. The Shareholder-Noteholder Intercreditor Agreement is a valid and enforceable “subordination agreement” under section 510(a) of the Bankruptcy Code and are, as of the Petition Date, and shall continue to be as provided herein, binding all parties thereto.

**H. Other Secured Claims Asserted against the Estates.** The following additional claims are asserted or may be asserted against the Estates by the following parties, which additional claims the Debtors are not stipulating to in this Final Order:

(i) Prepetition QLICI Obligations. Claims by MCD Subsidiary CDE 16, LLC, a New Hampshire limited liability company (“MCD Sub-CDE”) and MHIC NE CDE II Subsidiary 64 LLC, a Massachusetts limited liability company (“MHIC Sub-CDE”, and together with the MCD Sub-CDE, collectively, the “QLICI Lenders”) for the alleged obligations of GO-Madison (collectively, the “Prepetition QLICI Obligations”) pursuant to (A) that certain Loan Agreement, dated December 23, 2021, between GO-Madison, as borrower, and the QLICI Lenders, as lenders (as amended, restated, supplemented or otherwise modified from time to time, the “QLICI Loan Agreement”) and (B) the other Loan Documents (as defined in the QLICI Loan Agreement) and all collateral and ancillary documents executed or delivered in connection therewith (collectively, and with the QLICI Loan Agreement, the “Prepetition QLICI Loan Documents”), including the Open-End Mortgage and Security Agreement, Assignment of Leases and Rents, and Fixture Filing, effective as of December 23, 2021, executed by GO-Madison, to secure the obligations of GO-Madison to each of the QLICI Lenders under the QLICI Loan Documents (as amended, modified or supplemented from time to time, the “QLICI Mortgage”). The Prepetition QLICI Obligations are purportedly secured by (A) second-priority security interests and liens granted by GO-Madison to the QLICI Lenders, in all of GO-Madison’s right, title and interest in, to and under the Project Property and (B) first-priority security interests and liens (the liens described in (A) and (B), collectively, the “Prepetition QLICI Liens”) in certain the disbursement and collateral accounts (defined in the Bondholder Intercreditor Agreement as

the NMTC Separate Collateral) described in the QLICI Mortgage (all of which are collectively referred to as the “Prepetition QLICI Collateral”).

(ii) Prepetition SEDC Obligations. Claims by Somerset Economic Development Corporation (“SEDC”) for the alleged obligations of GO-Madison (collectively, the “Prepetition SEDC Obligations”) pursuant to (A) that certain Commercial Promissory Note, dated December 30, 2024, between GO-Madison, as borrower, and SEDC, as lender (as amended, restated, supplemented or otherwise modified from time to time, the “SEDC Note”) and (B) the Mortgage Deed, dated December 30, 2024 and all collateral and ancillary documents executed or delivered in connection therewith (collectively, and with the SEDC Loan Agreement, the “Prepetition SEDC Loan Documents”). The Prepetition SEDC Obligations are purportedly secured by shared first-priority security interests and liens (the “Prepetition SEDC Liens”) in all of GO-Madison’s right, title and interest in, to and under the Project Property, and all of GO-Madison’s real and personal property (all of which are collectively referred to as the “Prepetition SEDC Collateral”).

(iii) Prepetition Open Prairie Obligations. Claims by Open Prairie Rural Opportunities Fund, LP, a Delaware limited partnership (“Open Prairie”) for the alleged obligations of GO-Inc. (collectively, the “Prepetition Open Prairie Obligations”) pursuant to (A) that certain Loan Agreement and Security Agreement, dated December 9, 2024, between GO-Inc., as borrower, and Open Prairie, as lender (as amended, restated, supplemented or otherwise modified from time to time, the “Open Prairie Loan and Security Agreement”) and (B) the other Loan Documents (as defined in the Open Prairie Loan and Security Agreement) and all collateral and ancillary documents executed or delivered in connection therewith (collectively, and with the Open Prairie Loan and Security Agreement, the “Prepetition Open Prairie Loan

Documents”). The Prepetition Open Prairie Obligations are purportedly secured by shared first-priority security interests and liens (the “Prepetition Open Prairie Liens”) in all of GO-Inc.’s right, title and interest in, to and under the Collateral (as defined in the Prepetition Open Prairie Loan Documents) (all of which are collectively referred to as the “Prepetition Open Prairie Collateral”).

(iv) Prepetition D.R. Horton Obligations. Claims by D.R. Horton (“D.R. Horton”, and together with Saint-Gobain, the “GO-Inc. Senior Secured Noteholders”) for the alleged obligations of GO-Inc. (the “Prepetition D.R. Horton Obligations”, and together with the Prepetition Saint-Gobain Obligations, the “Prepetition GO-Inc. Senior Secured Note Obligations”) pursuant to that certain Secured Convertible Promissory Note, dated May 20, 2024, issued by GO-Inc. to D.R. Horton, as holder (as amended, restated, supplemented or otherwise modified from time to time, the “D.R. Horton Note” and, together with the Saint-Gobain Note, the “GO-Inc. Senior Secured Notes”) and all collateral and ancillary documents executed or delivered in connection therewith (collectively, the “Prepetition D.R. Horton Note Documents”, and together with the Prepetition Saint-Gobain Note Documents, the “Prepetition GO-Inc. Senior Secured Note Documents”). The Prepetition D.R. Horton Obligations are purportedly secured by shared first-priority security interests and liens (the “Prepetition D.R. Horton Note Liens”, and together with the Prepetition Saint-Gobain Note Liens, the “Prepetition GO-Inc. Senior Secured Note Liens”) in all of GO-Inc.’s right, title and interest in, to and under the Collateral (as defined in the Prepetition D.R. Horton Note Documents) (all of which are collectively referred to as the “Prepetition D.R. Horton Note Collateral” and together with the Prepetition Saint-Gobain Note Collateral, the “Prepetition GO-Inc. Senior Secured Note Collateral”).

(v) Prepetition Shareholder Note Obligations. Claims by certain shareholders of GO-Inc. (collectively, the “Shareholder-Noteholders” and together with the QLICI Lenders, SEDC, Open Prairie, D.R. Horton, and the Stipulated Prepetition Secured Parties, the “Prepetition Secured Parties”) for the alleged obligations of GO-Inc. (the “Prepetition Shareholder-Note Obligations”, and together with the Prepetition QLICI Obligations, Prepetition SEDC Obligations, Prepetition Open Prairie Obligations, Prepetition D.R. Horton Obligations, and Stipulated Prepetition Secured Obligations, the “Prepetition Secured Obligations”) pursuant to those certain Secured Promissory Notes, dated between February 14, 2024 and April 26, 2024, issued by GO-Inc. to each of the Shareholder-Noteholders, as holders (as amended, restated, supplemented or otherwise modified from time to time, the “Shareholder Notes”) and all collateral and ancillary documents executed or delivered in connection therewith (collectively, the “Prepetition Shareholder Note Documents” and together with the Prepetition QLICI Loan Documents, Prepetition SEDC Loan Documents, Prepetition Open Prairie Loan Documents, Prepetition D.R. Horton Note Documents, and the Stipulated Prepetition Secured Note Documents, the “Prepetition Secured Loan Documents”). Prepetition Shareholder Note Obligations are allegedly secured by shared first-priority security interests and liens (the “Prepetition Shareholder Note Liens”, and together with the Prepetition QLICIC Liens, Prepetition SEDC Liens, Prepetition Open Prairie Liens, D.R. Horton Note Liens, and the Stipulated Prepetition Liens, the “Prepetition Liens”) in all of GO-Inc.’s right, title and interest in, to and under the Collateral (as defined in the Prepetition Shareholder Note Documents) (all of which will be collectively referred to as the “Prepetition Shareholder Note Collateral”, and together with the Prepetition QLICIC Collateral, Prepetition SEDC Collateral, Prepetition Open

Prairie Collateral, Prepetition D.R. Horton Note Collateral, and the Stipulated Prepetition Collateral, the “Prepetition Collateral”).

**I. Findings Regarding the Postpetition Financing.**

(i) Postpetition Financing. The Borrowers have requested from each of the DIP Agent and the DIP Lenders, and the DIP Agent and DIP Lenders are willing, to extend certain loans, advances and other financial accommodations on the terms and conditions set forth in the Interim Order, this Final Order, the DIP Loan Agreement and the other DIP Loan Documents.

(ii) Need for Postpetition Financing. The Borrowers do not have sufficient available sources of working capital, including Cash Collateral, to operate their businesses in the ordinary course of business and fund these Chapter 11 Cases without access to the financing provided under the DIP Loan Agreement as requested in the Motion and the authority to use Cash Collateral pursuant to the terms of the Interim Order and this Final Order. The Borrowers’ ability to maintain business relationships with their vendors, suppliers and customers, to pay their employees, and to otherwise fund their operations and these Chapter 11 Cases is essential to the Borrowers’ continued viability as the Borrowers seek to maximize the value of the assets of the Estates (as defined below) for the benefit of all creditors of the Borrowers. The ability of the Borrowers to obtain sufficient working capital and liquidity through the proposed postpetition financing arrangements with the DIP Agent and DIP Lenders as set forth in the Interim Order and this Final Order, the DIP Loan Agreement, and other DIP Loan Documents, as applicable, is vital to the preservation and maintenance of the going concern value of each Debtor. Accordingly, the Borrowers have an immediate need to obtain the postpetition financing in order to, among other things, permit the orderly continuation of the

operation of their businesses, minimize the disruption of their business operations, and preserve and maximize the value of the assets of the Borrowers' bankruptcy estates (as defined under § 541 of the Bankruptcy Code, the "Estates").

(iii) No Credit Available on More Favorable Terms. The Borrowers are unable to procure financing in the form of unsecured credit allowable as an administrative expense under §§ 364(a), 364(b), or 503(b)(1) of the Bankruptcy Code or in exchange for the grant of a superpriority administrative expense, junior liens on encumbered property of the Estates, or liens on property of the Estates not subject to a lien pursuant to § 364(c)(1), 364(c)(2), 364(c)(3) or 364(d) of the Bankruptcy Code. The Borrowers have been unable to procure the necessary financing on terms more favorable, taken as a whole, than the financing offered by each of the DIP Secured Parties pursuant to the DIP Loan Documents.

(iv) Budget for DIP Facility. The Debtors have prepared and delivered to the DIP Secured Parties the initial itemized cash flow forecast set forth on **Exhibit 2** attached hereto (the "Initial Approved Budget"),<sup>4</sup> which is acceptable to the DIP Secured Parties, setting forth all line-item and cumulative cash receipts and operating disbursements on a weekly basis for the period beginning as of the week including the Closing Date (as defined in the DIP Loan Agreement) through and including the end of the thirteenth calendar week following such week. The DIP Secured Parties are relying upon the Debtors' agreement to comply with the Initial Approved Budget (as may be updated by the Debtors and approved by the DIP Secured Parties from time to time pursuant to and in accordance with the terms hereof and of the DIP Loan Agreement, the "Approved Budget"), in determining to enter into the postpetition financing

<sup>4</sup> The Initial Approved Budget is identical to the budget attached as Exhibit 2 to the Interim Order.

arrangements provided for in this Final Order and to allow the Debtors to use DIP Collateral (including Cash Collateral) subject to the terms of this Final Order, respectively. The Initial Approved Budget is an integral part of this Final Order and has been relied upon by the DIP Secured Parties to provide the DIP Facility and consent to this Final Order and by the Prepetition Secured Parties to permit the use of the Cash Collateral and consent to this Final Order. The Debtors represent and warrant to the DIP Agent, the DIP Lenders, the Prepetition Secured Parties and this Court that the Initial Approved Budget includes and contains the Debtors' best estimate of all operational receipts that are unencumbered and unrestricted and all operational disbursements, fees, costs and other expenses that will be payable, incurred and/or accrued by any of the Debtors during the period covered by the Initial Approved Budget and that such operational disbursements, fees, costs and other expenses will be timely paid in the ordinary course of business solely pursuant to and in accordance with the Initial Approved Budget unless such operational disbursements, fees, costs and other expenses are not incurred or otherwise payable. The Debtors further represent that the Initial Approved Budget is achievable and will allow the Debtors to operate in the Chapter 11 Cases, confirm and effectuate a chapter 11 plan of reorganization, and pay postpetition obligations as they come due. Pursuant to the terms of the DIP Loan Agreement, use of borrowings under the DIP Facility shall be limited in accordance with the Initial Approved Budget, subject to permitted variances (at a 10% level) determined on the basis of aggregate cash disbursements payable to persons other than the DIP Agent and DIP Lenders (the "Permitted Variance") and tested every week initially on a four-week and subsequently on a two-week rolling basis (each a "Reporting Period"), beginning testing with the Thursday falling after the fourth full calendar week after the Closing Date ("Budget Testing Start Date"). On the Budget Testing Start Date and every Thursday thereafter, the Debtors shall

provide to the DIP Secured Parties (i) a certificate which shall include such detail as is reasonably satisfactory to the DIP Secured Parties certifying that the Borrowers are in compliance with the Approved Budget (including, but subject to, Permitted Variance), and (ii) a report detailing the actual disbursements and receipts by the Debtors for the preceding two weeks versus the line items contained in the Approved Budget for such period, as well as an explanation of any material variances for each line item (a “Variance Report”). The Debtors shall operate solely in accordance with the Approved Budget and all disbursements of the Debtors shall be consistent with the provisions of the Approved Budget, subject to the Permitted Variance.

(v) [Reserved.]

(vi) Business Judgment and Good Faith Pursuant to § 364(e). The terms of the DIP Loan Agreement, the other DIP Loan Documents, the Interim Order and this Final Order are fair, just and reasonable under the circumstances, are ordinary and appropriate for secured financing to debtors-in-possession, reflect the Borrowers’ exercise of their prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration. The terms and conditions of the DIP Loan Agreement and the other DIP Loan Documents and this Final Order have been negotiated in good faith and at arms’ length by and among the Borrowers, DIP Agent, and DIP Lenders with all parties being represented by counsel. Any credit extended under the terms of the Interim Order and this Final Order shall be deemed to have been extended in good faith by the DIP Agent and DIP Lenders, as that term is used in § 364(e) of the Bankruptcy Code.

(vii) Good Cause. The relief requested in the Motion is necessary, essential and appropriate, and will benefit the Debtors, their creditors and their Estates, as its

implementation will, among other things, provide the Debtors with the necessary liquidity to (1) minimize disruption to the Debtors' businesses and on-going operations, (2) preserve and maximize the value of the Debtors' Estates for the benefit of all the Debtors' creditors, and (3) avoid immediate and irreparable harm to the Debtors, their creditors, their businesses, their employees, and their assets.

(viii) Use of DIP Proceeds and Cash Collateral. An immediate and critical need exists for the Debtors to use the proceeds of the DIP Facility and Cash Collateral to continue to operate their businesses, pay wages, maintain business relationships with vendors, suppliers and distributors, and generally conduct their business affairs so as to avoid immediate and irreparable harm to their estates and the value of their assets.

(ix) Consent by the Consenting Prepetition Secured Parties. Other than certain of the Bondholders who have not provided their consent (collectively, the "Non-Consenting Bondholders"), all Prepetition Secured Parties have either consented to (a) the financing arrangements contemplated by the Interim Order, this Final Order and the DIP Loan Documents and (b) the Debtors' proposed use of Cash Collateral, on the terms and conditions set forth in the Interim Order and this Final Order (the "Consenting Prepetition Secured Parties").

(x) Good Faith of Prepetition Secured Bond Parties. The Prepetition Secured Bond Parties have acted in good faith regarding the DIP Facility and the Debtors' continued use of Prepetition Collateral (including Cash Collateral) to fund the administration of the Debtors' estates and continued operation of their businesses (including the granting of adequate protection liens), in accordance with the terms hereof.

(xi) Adequate Protection. The adequate protection provided to the Prepetition Secured Parties on account of any diminution in the value of such parties' respective

interests in the Prepetition Collateral from and after the Petition Date, including, without limitation, resulting from the DIP Facility, is consistent with and authorized by the Bankruptcy Code and is offered by the Debtors to protect such parties' interests in the Prepetition Collateral in accordance with sections 361, 362 and 363 of the Bankruptcy Code. The consent of the Consenting Prepetition Secured Parties to the priming of their liens by the DIP Liens (i) does not constitute, and shall not be construed as constituting, an acknowledgment or stipulation by the Consenting Prepetition Secured Parties that their respective interests in the Prepetition Collateral are adequately protected pursuant to this Final Order or otherwise, and (ii) is conditioned upon entry of this Final Order and does not and shall not be deemed to constitute consent to the priming of the Prepetition Liens other than pursuant to this Final Order and the terms set forth herein. The adequate protection provided herein and other benefits and privileges contained herein are necessary in order to protect the Prepetition Secured Parties from the diminution in value of their Prepetition Collateral and obtain the foregoing consents and agreements. Nothing herein shall prevent the Prepetition Secured Parties from seeking additional adequate protection to the extent permitted by law.

(xii) Good Cause Shown; Best Interest. The Debtors have requested immediate entry of this Final Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2) and Local Rule 4001-2(b). Absent entry of this Final Order, the Debtors' businesses, properties and estates will be immediately and irreparably harmed. This Court concludes that good cause has been shown and that entry of this Final Order will, among other things, allow for the continued operation of the Debtors' existing businesses and enhance the Debtors' prospects for either a successful reorganization or the sale of all or substantially all of their assets pursuant to any subsequent orders of this Court.

(xiii) No Liability to Third Parties. The Debtors stipulate and the Court finds that in making decisions to advance loans to the Debtors, in permitting the Debtors to use Cash Collateral, and in entering into the DIP Loan Documents, none of the DIP Secured Parties shall be deemed to be in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors.

(xiv) Section 552. In light of the subordination of their liens and super-priority administrative claims (i) in the case of the DIP Secured Parties, to the Carve-Out and the Permitted Prepetition Liens (defined below) and (ii) in the case of the Consenting Prepetition Secured Parties to the Carve-Out, the DIP Liens and the Permitted Prepetition Liens, each of the DIP Secured Parties and the Prepetition Secured Parties is entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception shall not apply to any of the DIP Secured Parties or the Consenting Prepetition Secured Parties with respect to the proceeds, products, rents, issues or profits of any of the DIP Collateral or the Prepetition Collateral, and no expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, may be charged against proceeds, product, offspring or profits from any of the DIP Collateral or the Prepetition Collateral under section 552(b) of the Bankruptcy Code. The Debtors shall be deemed to have irrevocably waived, and to have agreed not to assert, any claim or right under sections 552 or 726 of the Bankruptcy Code seeking to avoid the imposition of the DIP Liens, Prepetition Liens or the Adequate Protection Liens on any property acquired by any of the Debtors or any of their estates.

(xv) Compliance with Prepetition Secured Bond Documents and Bondholder Intercreditor Agreement. This Final DIP Order, the DIP Loan Documents, the terms

and conditions contained therein, and any related or ancillary documents, agreements or transactions, are consistent and comply with the terms and conditions of the Prepetition Secured Bond Documents and the Bondholder Intercreditor Agreement. The Debtors assert that the Bond Trustee diligently and in good faith discharged its duties and obligations under the Prepetition Secured Bond Documents and the Bondholder Intercreditor Agreement and otherwise conducted itself with the same degree of care and skill that a prudent person would exercise under the circumstances with respect to all matters in any way related to the Prepetition Secured Bond Documents, the Bondholder Intercreditor Agreement and related transactions.

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

**K. Immediate Entry.** Sufficient cause exists for immediate entry of this Final Order pursuant to Bankruptcy Rule 4001(c)(2).

Based upon the foregoing, and after due consideration and good cause appearing therefor;

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. **Approval of Final Order.** The Motion is approved on the terms and conditions set forth in this Final Order. Any objections to the relief granted in this Final Order that have not previously been withdrawn are hereby overruled. This Final Order shall become effective immediately upon its entry. The terms and conditions of the Interim Order are hereby ratified, except to the extent expressly modified by this Final Order, and all DIP Obligations incurred and borrowings and payments made in accordance with the Initial Approved Budget and protections afforded to the DIP Secured Parties and to any other party are hereby ratified and confirmed on a final basis and shall be deemed made in accordance with and pursuant to this Final Order.

2. **Approval of DIP Loan Documents; Authority Thereunder.** The Debtors are hereby authorized to enter into the DIP Loan Documents, including the DIP Loan Agreement, and such additional documents, instruments and agreements as may be required or requested by the DIP Agent and the DIP Lenders to implement the terms or effectuate the purposes of this Final Order. The Debtors are authorized to comply with and perform all of the terms and conditions contained in the DIP Loan Documents, and directed to repay amounts borrowed, together with interest and fees thereon (including, without limitation, the fees in section 2.07 of the DIP Loan Agreement), as well as any other outstanding DIP Obligations to the DIP Lenders in accordance with and subject to the terms and conditions set forth in the DIP Loan Documents, the Interim Order and this Final Order.

3. **Authorization to Borrow DIP Facility Loan and Use Cash Collateral.** Upon finalizing and executing the DIP Loan Agreement and the other DIP Loan Documents, the Borrowers are immediately authorized to borrow from the DIP Lenders, initial borrowings under the DIP Facility of up to an aggregate principal amount of \$10,000,000.00 of DIP Facility Loan, subject to and in accordance with the terms of the Interim, this Final Order and the DIP Loan Agreement, of which \$3,250,000.00 was made available immediately upon entry of the Interim Order and the remainder is available upon entry of this Final Order. The Debtors are authorized to use the proceeds of the DIP Facility Loan and the Cash Collateral solely in accordance with the terms of the DIP Loan Documents (including, with respect to the proceeds of the DIP Facility Loan comprising Cash Collateral, the Approved Budget), the Interim Order and this Final Order. Unless extended with the prior written consent of the DIP Agent at the direction of the “Required Lenders” (as defined in the DIP Loan Agreement), authorization to use the proceeds of the DIP Facility Loan and the Cash Collateral will terminate upon the earliest to occur of (a) the

Scheduled Termination Date (as defined in the DIP Loan Agreement); (b) the date of acceleration of any outstanding borrowings under the DIP Facility or termination of the Commitments (as defined in the DIP Loan Agreement) pursuant to an Event of Default; (c) the date of termination of the Commitments in accordance with section 2.04 of the DIP Loan Agreement; (d) the first business day on which the Final Order expires by its terms or is terminated; (e) conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code unless otherwise consented to in writing by the DIP Agent at the direction of the Required Lenders; (f) dismissal of any of the Chapter 11 Cases, unless otherwise consented to in writing by the DIP Agent at the direction of the Required Lenders; (g) the date of consummation of the sale of substantially all assets of the Debtors; or (h) the effective date of any Debtor's plan of reorganization confirmed in the Chapter 11 Cases (the "Termination Date").

4. **Collections and Disbursements.** From the Petition Date until the DIP Obligations have been paid in full in cash, all cash receipts, Cash Collateral and all proceeds from the sale or other disposition of, or other revenue of any kind attributable to, any DIP Collateral that is now in, or shall hereafter come into, the possession or control of any of the Debtors, or to which any of the Debtors is now or shall hereafter become entitled shall be subject to the DIP Liens and the Adequate Protection Liens (and shall be treated in accordance with the Interim Order, this Final Order and the DIP Loan Agreement). All such amounts arising from or in connection with the Prepetition Collateral shall be applied to the payment of outstanding DIP Obligations in accordance with the DIP Loan Agreement.

5. **Perfection in Cash.** The DIP Agent shall enjoy the benefit of (i) all deposit account control agreements and escrow agreements to which the Bond Trustee is a party and (ii) subject and subordinate to the rights of the holders of any Permitted Prepetition Liens, all other

deposit account control agreements and escrow agreements to which any Debtor is a party. Notwithstanding and without minimizing the force of the foregoing, the Debtors are authorized to enter into and request that the financial institutions servicing the Debtors' deposit accounts to enter into, such deposit account control agreements and other collateral agreements with the DIP Agent and such financial institutions as the DIP Agent may require, or alternatively, the DIP Agent shall be entitled to enjoy the benefit of all control agreements to which the Debtor is a party, as set forth above, without the need to enter into any such new agreements.

6. **Interest on DIP Facility Loan.** The rate of interest to be charged for the DIP Facility Loan and any other extensions of credit to the Debtors pursuant to the DIP Loan Agreement shall be the rates set forth in the DIP Loan Agreement and shall be payable at the times set forth in the DIP Loan Agreement.

7. **Payment of DIP Fees and Expenses.** The Debtors are authorized and directed to pay (i) all fees when due under the DIP Loan Agreement (including, without limitation, any fees provided for under section 2.07 of the DIP Loan Agreement) in the amounts set forth in the DIP Loan Agreement and (ii) all costs, expenses and any other fees or other amounts payable under the terms of the DIP Loan Documents and all other reasonable, documented, out-of-pocket costs and expenses of the DIP Secured Parties in accordance with the terms of the DIP Loan Documents (including, without limitation, the reasonable, out-of-pocket fees, costs and expenses of ArentFox Schiff LLP ("AFS"), and any other legal counsel, financial advisors and third-party appraisers, advisors and consultants advising the DIP Secured Parties), whether incurred before or after the Petition Date. Subject to the review procedures set forth below, none of such fees, costs and expenses shall be subject to Court approval or U.S. Trustee guidelines, and no recipient of any such payment shall be required to file with respect thereto any interim or final

fee application with this Court. Copies of any invoices of legal counsel, including AFS, with respect to such fees, expenses and costs shall be provided (redacted, as necessary, to protect any applicable privilege) to the U.S. Trustee and any Committee, and each shall have ten (10) business days from the date of such notice within which to object in writing to such payment. In addition, the Debtors are hereby authorized and directed to indemnify the DIP Agent and the other DIP Secured Parties (and each of their respective directors, officers, employees, agents, representatives, attorneys, consultants, advisors and controlling persons) against any liability arising in connection with the DIP Loan Documents, to the extent set forth in the DIP Loan Documents; provided, however, that in the event any of the DIP Secured Parties seeks payment from the Debtors pursuant to such right of indemnification, such party or parties shall file a notice in the Chapter 11 Cases indicating that they are seeking payment pursuant to such right. All such unpaid fees, costs, expenses and indemnities of the DIP Agent and DIP Lenders shall (i) constitute DIP Obligations, (ii) be secured by the DIP Collateral, and (iii) be afforded all of the priorities and protections afforded to DIP Obligations under the Interim Order, this Final Order and the DIP Loan Documents.

8. **Validity of DIP Loan Documents.** Upon execution and delivery of the DIP Loan Documents, the DIP Loan Documents shall constitute, and are hereby deemed to be the legal, valid and binding obligations of the Debtors, enforceable against each Debtor in accordance with the terms thereof for all purposes during the Chapter 11 Cases, in any subsequently converted case of any Debtor under chapter 7 of the Bankruptcy Code, or after dismissal of any of the Chapter 11 Cases. Any DIP Facility Loan advanced under the DIP Loan Agreement pursuant to the Interim DIP Order and this Final Order will be made only to fund postpetition administrative expenses, the Debtors' working capital, and the Debtors' restructuring efforts to the extent

permitted under the DIP Loan Agreement, and to pay such other amounts as are required or permitted to be paid pursuant to the DIP Loan Agreement, the Interim Order, this Final Order and any other orders of this Court, including, without limitation, the fees, costs, expenses and indemnities described in paragraph 7 hereof, all subject to and solely in accordance with the Approved Budget. No obligation, payment, transfer or grant of security under the DIP Loan Documents, the Interim Order or this Final Order shall be restrained, voided, voidable or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any defense, reduction, setoff, recoupment or counterclaim.

9. **DIP Superpriority Claims.** In accordance with and solely to the extent provided in Bankruptcy Code section 364(c)(1), the DIP Obligations shall constitute superpriority administrative expense claims (the “DIP Superpriority Claims”) against each of the Debtors with priority in payment over any and all administrative expenses, adequate protection claims, diminution claims and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, any and all administrative expenses or other claims of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, but not limited to, Bankruptcy Code sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546, 726, 1113 and 1114 or otherwise, including those resulting from the conversion of any of the Chapter 11 Cases pursuant to section 1112 of the Bankruptcy Code; provided, however, that the DIP Superpriority Claims shall be subject to the Carve-Out and any Permitted Prepetition Liens. 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, shall be against each Debtor on a joint and several basis, and shall be payable from and have recourse to all prepetition and postpetition property of the

Debtors, including proceeds of the Avoidance Actions.

10. **DIP Liens.** As security for the DIP Obligations, the DIP Agent on behalf and for the benefit of the DIP Secured Parties is hereby granted (effective upon the date of the Interim Order, without the necessity of the execution by the Debtors or the filing or recordation of security agreements, lockbox or control agreements, financing statements, or any other instruments or otherwise) valid, binding and fully perfected security interests in and liens upon (the “DIP Liens”) all present and after-acquired property of the Debtors of any nature whatsoever (including, without limitation, “Collateral,” as defined in the DIP Loan Agreement)<sup>5</sup> (collectively with all proceeds and products of any or all of the foregoing, the “DIP Collateral”), provided, however, that the DIP Liens on the proceeds of Avoidance Actions are effective upon entry of this Final Order, subject only to any Permitted Prepetition Liens and the payment of the Carve-Out, which shall consist of:

- (a) Senior Liens on Prepetition Collateral. Pursuant to section 364(d)(1) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully perfected, first priority,

<sup>5</sup> “Collateral” shall mean all of any Borrowers’ right, title and interest in, to and under all real and personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Borrower (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Borrower, and regardless of where located, including, but not limited to, all Prepetition Collateral, all accounts, chattel paper, contract rights, copyrights, patents, trademarks, trade names, documents, equipment, fixtures, general intangibles, goods, goodwill, instruments, insurance policies, intercompany obligations, inventory, investment property, machinery, partnership and joint venture interests, cash or cash equivalents, letters of credit, letter-of-credit rights and supporting obligations, deposit accounts (including the Collateral Accounts) and all items on deposit therein or otherwise held in or credited thereto, commercial tort claims, claims against any Borrowers’ current or former directors and officers and any proceeds thereof including any related insurance proceeds, the proceeds of any avoidance actions brought pursuant to chapter 5 of the Bankruptcy Code or section 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state law equivalents (collectively, “Avoidance Actions”), all cash and cash equivalents contained in any account maintained by any of the Borrowers, farm products, and all accessions to, substitutions for and replacements, proceeds (including stock rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any general intangibles at any time evidencing or relating to any of the foregoing.

senior liens upon and security interest in all of the Debtors' right, title and interest in, to, and under all DIP Collateral that is subject to Prepetition Liens, subject and subordinate only to (i) the Non-Consenting Bondholders' Prepetition Secured Bond Liens and (ii) any additional liens on the Prepetition Collateral that are not the Prepetition Liens that (a) are valid, perfected, enforceable and nonavoidable in favor of third parties that were in existence immediately prior to the Petition Date, (b) that were in existence immediately prior to the Petition Date and valid and unavoidable liens in favor of third parties that were in existence immediately prior to the Petition Date that were perfected subsequent to the Petition Date as permitted by Section 546(b) of the Bankruptcy Code and not subject to section 552(a) of the Bankruptcy Code, and (c) are not subject to avoidance, reduction, allowance, disgorgement, counterclaim, surcharge or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law ((i) and (ii) above, collectively, the "Permitted Prepetition Liens" and each, a "Permitted Prepetition Lien").

(b) Liens Junior to Certain Other Liens. Pursuant to section 364(c)(3) of the Bankruptcy Code, a junior, perfected lien and security interest upon all of the Debtors' right, title and interest in, to and under all DIP Collateral (other than the DIP Collateral described in Subparagraphs (a) or (c) of this paragraph 10, as to which the liens and security interests in favor of the DIP Agent will be as described in such Subparagraphs), whether now existing or hereafter acquired, that is subject to any Permitted Prepetition Liens.

(c) First Priority Lien on Unencumbered Property. Pursuant to section 364(c)(2) of the Bankruptcy Code, a continuing, enforceable, first priority, fully-perfected lien and security interest upon all of the Debtors' right, title and interest in, to, and under all DIP

Collateral that was not, as of the Petition Date, encumbered by a validly perfected, enforceable, and nonavoidable security interest or lien (collectively, the “Unencumbered Property”).

(d) Liens Senior to Certain Other Liens. The DIP Liens and the Adequate Protection Liens shall not be subject or subordinate to (i) any lien or security interest that is avoidable for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (ii) any intercompany or affiliate liens of the Debtors or liens, if any, granted to insiders of the Debtors.

11. **Prepetition Secured Parties’ Adequate Protection.** Until the indefeasible repayment in full in cash of the Prepetition Secured Obligations, the Prepetition Secured Parties are entitled to adequate protection of their Prepetition Liens in the Prepetition Collateral on account of the diminution in the value thereof (to the extent value exists) as a result of (a) the provisions of this Final Order granting priming liens on such Prepetition Collateral to the DIP Agent for the benefit of the DIP Secured Parties; (b) the authorization of the use of Cash Collateral and other Prepetition Collateral; (c) the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code; and/or (d) otherwise, pursuant to sections 361(a), 363(c) and 364(d)(1) of the Bankruptcy Code. The Bond Trustee, on behalf and for the benefit of the Bondholders, and the other Prepetition Secured Parties are hereby granted the following (collectively, the “Adequate Protection Obligations”):

(a) Adequate Protection Liens. Replacement liens and security interests in all DIP Collateral (the “Adequate Protection Liens”), which shall be (i) junior only to the DIP Liens and the Permitted Prepetition Liens, and (ii) subject to the Carve-Out; provided, however, that the Adequate Protection Liens will have the same priority order among

themselves as the Prepetition Secured Parties' Prepetition Liens and will be junior and *pari passu* on any DIP Collateral on which such Prepetition Secured Parties did not have Prepetition Liens.<sup>6</sup> The Adequate Protection Liens are deemed to be legal, valid, binding, enforceable, perfected liens, to the same limit and extent as existed as of the Petition Date. The Adequate Protection Liens were deemed to be perfected automatically, but only to the extent that the liens of the Prepetition Secured Parties were perfected as of the Petition Date, upon the entry of the Interim Order, without the need for (x) filing any UCC-1 financing statement, state or federal notice, or other similar instrument or document in any state or public record or office, (y) taking possession or control of any collateral, or (z) further action of any kind (including entry into any security agreements, pledge agreements, control agreements, lockbox agreements, or escrow agreements); provided, however, that, upon the request of the Prepetition Secured Parties, the Debtors shall enter into any such agreement, and, if the Bond Trustee or other Prepetition Secured Parties determine, in their sole discretion, to file any financing statements, notice of liens or similar instruments, the Debtors will cooperate and assist in such filings and the automatic stay shall be lifted without the need for further order of this Court to allow such filings.

(b) Adequate Protection Superpriority Claims. To the extent the Adequate Protection

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<sup>6</sup> To illustrate, the Prepetition Secured Bond Parties hold first priority, senior liens on the Prepetition GO-Madison Bond Collateral but do not hold liens on GO-Inc.'s assets. Therefore, the Prepetition Secured Bond Parties' Adequate Protection Liens on the Prepetition GO-Madison Bond Collateral will be senior to the other Prepetition Secured Parties' Adequate Protection Liens on such collateral. The Prepetition Secured Bond Parties' Adequate Protection Liens on GO-Inc.'s assets will be junior to the Adequate Protection Liens of Prepetition Secured Parties with Prepetition Liens on GO-Inc.'s assets and *pari passu* with the Adequate Protection Liens of any other Prepetition Secured Parties who also do not hold liens on GO-Inc.'s assets.

Liens do not adequately protect against the diminution in value of the Prepetition Collateral, the Prepetition Secured Parties, including the Bond Trustee on behalf and for the benefit of the Bondholders, are hereby granted superpriority administrative expense claims (the “Adequate Protection Superpriority Claims”) solely in the priority as provided by sections 503 and 507 of the Bankruptcy Code against the Debtors’ estates, including proceeds of Avoidance Actions, which Adequate Protection Superpriority Claims, if any, shall have priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, but not limited to, Bankruptcy Code sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, 1113 and 1114, or otherwise and including those resulting from the conversion of any of the Chapter 11 Cases pursuant to section 1112 of the Bankruptcy Code; provided, however, that an Adequate Protection Superpriority Claim shall only exist to the extent that the associated Prepetition Lien is a legal, valid, binding, enforceable, perfected lien as of the Petition Date; provided, further, that at all times while such claim is in full force and effect pursuant to this Final Order, Adequate Protection Superpriority Claims shall be junior in all respects to the DIP Superpriority Claims, the claims secured by Permitted Prepetition Liens and the Carve-Out; provided, further, that the Adequate Protection Superpriority Claims be payable in the same priority order among themselves as the Prepetition Secured Parties’ Prepetition Liens and will be junior and *pari passu* on any DIP Collateral on which such Prepetition Secured Parties did not have Prepetition Liens

(c) Fee, Costs and Expense of Prepetition Secured Bond Parties. The Debtors are authorized and directed to pay, from the proceeds of the DIP Loans, and in accordance

with the Prepetition Secured Bond Documents, the reasonable, documented, prepetition and postpetition fees, costs and expenses incurred or accrued by the Prepetition Secured Bond Parties in connection with these Chapter 11 Cases, including without limitation (i) the fees and disbursements of the Bond Trustee and counsel, appraisers, financial advisors and other professionals hired by or on behalf of the Prepetition Secured Bond Parties (including AFS), promptly upon receipt of written invoices therefor (provided that copies of any invoices of legal counsel, redacted, as necessary, to protect any applicable privilege, shall be provided to the U.S. Trustee and counsel to any Committee (as defined below), and each such party shall have ten (10) days from the date of such notice within which to object in writing to such payment) and (ii) the costs and expenses of enforcing the Prepetition Bondholders' Adequate Protection Liens and Prepetition Liens. The Debtors agree that the automatic stay imposed on the Petition Date shall not apply or be deemed lifted with respect to any funds held in reserve by the Bond Trustee under the Indenture and the Bond Trustee is authorized to use any funds held in reserve by the Bond Trustee under the Indenture for the payment of such fees, costs and expenses.

(d) The Adequate Protection Liens and Adequate Protection Superpriority Claims described in the preceding clauses (a) through (b) shall be granted only to the extent of any diminution in the value of any Cash Collateral or other Prepetition Collateral arising as a result of (1) the use, sale, or lease of Cash Collateral or other Prepetition Collateral or (2) the imposition of the automatic stay. The Adequate Protection Liens described in the preceding clause (a) and the Adequate Protection Superpriority Claims described in the preceding clause (b) shall not attach to any Avoidance Actions but shall attach to the proceeds of such Avoidance Actions.

(e) For the avoidance of doubt, nothing in this paragraph 11 shall affect or limit the obligation of the Debtors to pay the fees, costs and expenses incurred by the DIP Secured Parties as provided in the DIP Loan Documents.

(f) Right to Seek Additional Adequate Protection. This Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the Prepetition Secured Parties to seek additional forms of adequate protection at any time.

12. **No Waiver of Prepetition Secured Loan Documents Provisions; Reservation of Rights.** Except as otherwise specifically provided in this Final Order, nothing contained in this Final Order shall be deemed a waiver or constitute a consent to the modification of any provision contained in the Prepetition Secured Loan Documents by the Prepetition Secured Parties, including, but not limited to, the incurrence or issuance of any indebtedness by the Debtors, the incurrence of any lien in connection therewith or the making of any payment by the Debtors.

13. **Rights of Access and Information.** Without limiting the rights of access and information afforded the DIP Secured Parties under the DIP Loan Documents or the reporting requirements provided for under the DIP Loan Documents, the Debtors shall be, and hereby are, required to afford the representatives, agents, employees, attorneys, financial advisors, and investment bankers of the DIP Secured Parties reasonable access to the Debtors' premises and their books and records in accordance with the DIP Loan Documents and the Prepetition Secured Debt Documents, as applicable, and shall reasonably cooperate, consult with, and provide to such persons all such information as may reasonably be requested. The DIP Secured Parties may participate in any such visit or inspection at the expense of the Debtors as set forth in the DIP Loan Documents. In addition, the Debtors authorize their independent certified public

accountants, financial advisors, investment bankers and consultants to cooperate, consult with, and provide to the DIP Secured Parties all such information as may be reasonably requested with respect to the business, results of operations and financial condition of any of the Debtors.

14. **Carve-Out.** Upon the delivery (by email or otherwise) by the DIP Agent (at the direction of the Required Lenders) of written notice to the Debtors, the Debtors' bankruptcy counsel, the U.S. Trustee, and lead counsel for any Committee appointed in these Chapter 11 Cases of the occurrence and continuance of an Event of Default (the "Carve-Out Trigger"), the DIP Liens, DIP Superpriority Claims, Adequate Protection Superpriority Claims, Adequate Protection Liens, and Prepetition Liens shall be subject to the payment of: (i) all fees required to be paid to the clerk of the Bankruptcy Court and to the U.S. Trustee under section 1930(a) of title 28 of the United State Code (plus any applicable interest at the statutory rate), (ii) the budgeted<sup>7</sup> (subject to Permitted Variance), documented and unpaid fees, costs and expenses that were accrued or incurred prior to the Carve-Out Trigger by each person or firm retained by the Debtors as an estate professional and counsel to any Committee appointed in these Chapter 11 Cases (collectively, the "Professionals") for the benefit of such Professional and payable under sections 330 and 331 of the Bankruptcy Code, to the extent allowed by an order of this Court (whether allowed prior to or after the occurrence of the Carve-Out Trigger), subject to the terms of the Interim Order, this Final Order and any other orders entered by this Court (including limits imposed on use of the proceeds of the DIP Facility Loan for payment of fees and expenses incurred in connection with the investigation, assertion and/or prosecutions of claims and defenses against the DIP Agent or DIP Lenders); and (iii) up to a maximum amount of \$400,000

<sup>7</sup> For the avoidance of doubt, the Carve-Out does not include any fees, costs and expenses in excess of the line items budgeted in the Approved Budget.

of unpaid documented fees, costs and expenses accrued or incurred by Professionals following the occurrence of the Carve-Out Trigger, payable under sections 330 and 331 of the Bankruptcy Code and subsequently allowed by order of the Bankruptcy Court (and, if applicable, in compliance with the Approved Budget (subject to the Permitted Variance)) which amount shall be funded in full and placed into an escrow account upon the expiration of the Remedies Notice Period (collectively, the “Carve-Out”); provided, however, that, other than to seek a determination that an Event of Default has not occurred or is not continuing, no portion of the Carve-Out, DIP Facility, DIP Collateral, Prepetition Collateral or Cash Collateral shall include, apply to, or be available for any fees, costs or expenses incurred by any party, including the Debtors or any Committee, in connection with the initiation or prosecution of any claims, causes of action, adversary proceedings, or other litigation against any of the DIP Secured Parties or the Prepetition Secured Parties, including, without limitation, (i) challenging the amount, validity, extent, perfection, priority, or enforceability of, or asserting any defense, counterclaim, or offset to the DIP Loan Documents, DIP Obligations, DIP Superpriority Claims or DIP Liens in respect thereof, (ii) challenging the amount, validity, extent, perfection, priority, or enforceability of, or asserting any defense, counterclaim, or offset to the Stipulated Prepetition Secured Note Documents, Prepetition Mechanic’s Liens, Stipulated Prepetition Secured Obligations, Adequate Protection Superpriority Claims or the Adequate Protection Liens of the Prepetition Secured Parties in respect thereof or (iii) asserting any claims or causes of action, including, without limitation, claims or actions to hinder or delay the DIP Agent’s or DIP Lenders’ assertion, enforcement or realization on the DIP Collateral in accordance with the DIP Loan Documents, the Interim Order or this Final Order; provided, further, however, that no more than \$50,000 of the proceeds of the DIP Facility or any proceeds of the DIP Collateral shall be made available, in

the aggregate, to any Committee appointed in these Chapter 11 Cases to fund a reasonable investigation in respect of the stipulations set forth in paragraph G of this Final Order (and its subparagraphs). So long as a Carve-Out Trigger has not occurred: (i) the Debtors shall be permitted to pay, subject to and solely in accordance with the Approved Budget, administrative expenses allowed and payable under sections 330 and 331 of the Bankruptcy Code, as the same may become due and payable; and (ii) such payments shall not be applied to reduce the Carve-Out (to the extent such payments are ultimately permitted by the Court); provided, however, that following a Carve-Out Trigger any amounts actually paid to Professionals by any means will reduce the Carve-Out on a dollar-for-dollar basis. Notwithstanding the foregoing, nothing contained herein is intended to constitute, nor should be construed as consent to, the allowance of any Professional's fees, costs or expenses by any party and shall not affect the right of the Debtors, the DIP Agent, the DIP Lenders, the Prepetition Secured Parties, any Committee, the U.S. Trustee, or any other party-in-interest to object to the allowance and payment or any amounts incurred or requested. Furthermore, none of the Carve-Out, DIP Collateral, Prepetition Collateral, Cash Collateral or any proceeds of the DIP Facility shall be used to prevent, hinder or delay the DIP Secured Parties from enforcing or realizing upon the DIP Collateral once an Event of Default has been determined by the Court to have occurred and to be continuing under the DIP Loan Documents, the Interim Order or this Final Order.

15. **Professional Fees Account.** The Debtors shall, on a weekly basis commencing at the end of the first full calendar week following the Petition Date, transfer from the DIP Facility the amounts in the Approved Budget for the Professionals (calculated on an accrual and not a cash-flow basis) for the preceding calendar week into a segregated account not subject to the control of the DIP Agent or DIP Lenders (in any capacity) (the "Professional Fees Account").

The Debtors shall cause funds held in the Professional Fees Account to be used to pay the fees and expenses of the Professionals as they become allowed and payable (whether by interim order, procedural order or otherwise), provided that the Debtors' obligations to pay the allowed fees and expenses of the Professionals shall not be limited or deemed limited to funds held in the Professional Fees Account. The Professional Fees Account (including any and all funds held therein) shall not be property of the Debtors' estates and shall be held in trust exclusively for the benefit of Case Professionals; *provided*, that transfers into the Professional Fees Account shall not be included in the Debtors' operating reports as disbursements for the purposes of calculating the fees incurred under 28 U.S.C. § 1930(a)(6) ("U.S. Trustee Fees"), but rather will be reported as disbursements for the purposes of calculating U.S. Trustee Fees upon the actual payment of such transfers from the Professional Fees Account to the Professionals.

16. **Investigation Rights.** The Committee appointed in these Chapter 11 Cases, if any, pursuant to section 1102 of the Bankruptcy Code (the "Committee") and all other non-debtor parties-in-interest (including a trustee, if appointed or elected prior to the Investigation Termination Date, as defined herein) shall have seventy-five (75) days from the Petition Date (each, as applicable, the "Investigation Termination Date") to investigate the validity, perfection and enforceability of the Stipulated Prepetition Liens and the Stipulated Prepetition Secured Obligations, and to assert any other claims or causes of action against the Stipulated Secured Parties; provided, however that a trustee under chapter 7 of the Bankruptcy Code that is appointed prior to the Investigation Termination Date will have the greater of the Investigation Termination Date or fourteen (14) days after such trustee's appointment to assert a challenge. Any Committee or other non-debtor party-in-interest hereafter granted authority and standing by this Court may file and prosecute an objection or claim related thereto (each, a

“Challenge”) and shall have only until the applicable Investigation Termination Date to file such objection or claim (or otherwise initiate an appropriate action on behalf of the Debtors’ estates) setting forth the basis of any such challenge, claim or cause of action; provided, however, that nothing contained in the DIP Loan Documents, the Interim Order or this Final Order shall be deemed to confer standing on any Committee or any other party-in-interest to commence a challenge. If a Challenge is not filed on or before the Investigation Termination Date, then, without further action by any party or any further order of this Court: (a) the agreements, acknowledgements and stipulations contained in paragraph G of this Final Order and its subparagraphs shall be deemed to be immediately and irrevocably binding on the Debtors and the Debtors’ estates, the Committee and all parties-in-interest and any and all successors-in-interest thereto shall thereafter be forever barred from bringing any Challenge; (b) the liens and security interests of the Stipulated Prepetition Secured Parties shall be deemed to constitute valid, binding, enforceable and perfected liens and security interests not subject to avoidance or disallowance pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (c) the Stipulated Prepetition Secured Obligations shall be deemed to be finally allowed claims for all purposes in the Chapter 11 Cases and any subsequent chapter 7 cases, in the amounts set forth in paragraph G and its subparagraphs and shall not be subject to challenge by any party-in-interest as to validity, priority or otherwise; and (d) the Debtors shall be deemed to have released, waived and discharged each of the Stipulated Prepetition Secured Parties (whether in their prepetition or postpetition capacity), together with their officers, directors, employees, agents, attorneys, professionals, affiliates, subsidiaries, assigns and/or successors, from any and all claims and causes of action arising out of, based upon or related to, in whole or in part, the Stipulated Prepetition Secured Obligations or their prepetition relationship with such Debtor or

any affiliate thereof relating to any of the Stipulated Prepetition Secured Note Documents or any transaction contemplated thereby, including, without limitation, any claims or defenses as to the extent, validity, priority, or enforceability of the Stipulated Prepetition Liens or the Stipulated Prepetition Secured Obligations, any claims or defenses under chapter 5 of the Bankruptcy Code or any other causes of action. The Bond Trustee, on behalf of the Prepetition Secured Bond Parties, and each of the other Stipulated Prepetition Secured Parties shall cooperate in all reasonable requests for information in order to assist the Committee in its investigation under this paragraph 16. Notwithstanding anything to the contrary herein: (a) if any such Challenge is timely commenced, the stipulations contained in paragraph G of this Final Order and its subparagraphs shall nonetheless remain binding on all parties-in-interest and preclusive except with respect to the party asserting the Challenge and to the extent that such stipulations are expressly and successfully challenged in such Challenge; and (b) the Stipulated Prepetition Secured Parties reserve all of their rights to contest on any grounds any Challenge. For the avoidance of doubt, any trustee appointed or elected in these cases shall, until the Investigation Termination Date (and thereafter, if a Challenge is commenced on or prior to the Investigation Termination Date) for the duration of any adversary proceeding or contested matter commenced pursuant to this paragraph with respect to a Challenge (whether commenced by such trustee or commenced by any other party-in-interest on behalf of the Debtors' estates), be deemed to be a party other than the Debtors and shall not, for purposes of such adversary proceeding or contested matter, be bound by the acknowledgments, admissions, confirmations and stipulations of the Debtors in this Order.

17. **Protection of DIP Lenders' Rights.** So long as there are any DIP Facility Loan or DIP Obligations outstanding or the DIP Lenders have any outstanding commitments under the

DIP Loan Agreement, the Prepetition Secured Parties (i) shall not take any action to foreclose upon or recover in connection with their respective liens and security interests, other agreements, or operation of law of this Final Order, or otherwise exercise remedies against any DIP Collateral, except to the extent authorized herein or by any other order of this Court, (ii) shall be deemed to have consented to any release of DIP Collateral authorized under the DIP Loan Documents, (iii) shall not file any further financing statements, trademark filings, copyright filings, patent filings, mortgages, notices of lien or similar instruments, enter into any control agreement, or otherwise take any action to perfect their security interests in the DIP Collateral unless, solely as to this clause (iii) the DIP Agent files financing statements or other documents to perfect the liens granted pursuant to this Final Order, or as may be required by applicable state law to continue the perfection of valid and unavoidable liens or security interests as of the Petition Date and (iv) shall not seek to terminate or modify the use of Cash Collateral.

18. **Bond Fund and Reserve Fund.** The Bond Trustee is entitled but not obligated to, without further Court order or consent of the Debtor, use the funds and accounts established with the Bond Trustee under the Indenture (the “Trustee Held Funds”) for any purpose contemplated by the Indenture, including but not limited to (i) use the funds on deposit in the Bond Fund and the Reserve Fund (each as established pursuant to Section 5.02 of the Indenture) to make any debt service payment in respect of the Bonds, including the debt service payment due the April 1, 2025, and (ii) pay the reasonable fees, costs and expenses of the Bond Trustee and its professionals and advisors, including counsel, local counsel, or any other agent used as permitted under the Prepetition Secured Bond Documents; provided that the Bond Trustee provide notice to the Debtors of any such use of Trustee Held Funds including the amount and purpose. The Trustee Held Funds are not “property of the debtor’s estate” under 11 U.S.C. § 541,

are not protected by the automatic stay under 11 U.S.C. § 362, and are not “cash collateral” under 11 U.S.C. § 363. To the extent applicable, the automatic stay imposed by virtue of section 362 of the Bankruptcy Code is hereby vacated and modified with respect to the Trustee Held Funds to the extent necessary to permit the Bond Trustee to make such payments and pay such fees, costs and expenses.

19. **Further Assurances.** The Debtors shall execute and deliver to the DIP Agent, the DIP Lenders, and the Prepetition Secured Parties all such agreements, financing statements, instruments and other documents as the DIP Agent, DIP Lenders, and Prepetition Secured Parties may reasonably request to evidence, confirm, validate or perfect the DIP Liens or the Adequate Protection Liens granted pursuant hereto. Further, the Debtors are authorized to do and perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution of additional security agreements, pledge agreements, control agreements, escrow agreements, and financing statements), and to pay all fees and expenses that may be required or necessary for the Debtors’ performance under the DIP Loan Documents, including, without limitation, (i) the execution of the DIP Loan Documents and (ii) the payment of the fees, costs and other expenses described in the DIP Loan Documents as such become due.

20. **Marshalling, Section 506(c) and 552(b) Waivers.** Upon the entry of this Final Order, the Debtors shall irrevocably waive and shall be prohibited from asserting any surcharge claim, under section 506(c) of the Bankruptcy Code or otherwise, for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the DIP Secured Parties or the Stipulated Prepetition Secured Parties (collectively, “Secured Lending Entities”) upon the DIP Collateral or the Stipulated Prepetition Collateral (as applicable). Upon the entry of this Final Order, in no event shall the Secured Lending Entities be subject to the

equitable doctrine of “marshaling” or any other similar doctrine with respect to the DIP Collateral or the Prepetition Collateral (as applicable). DIP Agent and DIP Lender 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 the Prepetition Secured Parties with respect to proceeds, products, offspring or profits of any of the Prepetition Collateral, as applicable.

21. [Reserved.]

22. **Automatic Effectiveness of Liens.** Automatically upon entry of the Interim Order, the DIP Liens and the Adequate Protection Liens were deemed to be valid, perfected, enforceable, nonavoidable and effective by operation of law, and not subject to challenge as of the Petition Date (except, with respect to the Adequate Protection Liens, to the extent that the Prepetition Liens were not perfected, valid or enforceable on the Petition Date), without the need for (x) filing any UCC-1 financing statements, security agreements, vehicle lien applications, filings with the U.S. Patent and Trademark Office, the United States Copyright Office, or the Library of Congress, state or federal notice, or any other similar instrument or document in any state or public record or office, (y) taking possession or control of any collateral, or (z) further action of any kind (including execution of any security agreements, pledge agreements, control agreements, lockbox agreements, or escrow agreements); provided, however, that, upon the request of the DIP Agent, the Bond Trustee or the other Prepetition Secured Parties, as applicable, the Debtors shall enter into any such agreement, and, if the DIP Agent, the Bond Trustee or the other Prepetition Secured Parties, as applicable, determines, in its sole discretion, to file any financing statements, notice of liens or similar instruments, the Debtors will cooperate and assist in such filings and the automatic stay shall be lifted without the need for further order

of this Court to allow such filings. If the DIP Agent, the Bond Trustee or the other Prepetition Secured Parties hereafter requests that the Debtors execute and deliver to the DIP Agent, the Bond Trustee or other Prepetition Secured Parties financing statements, security agreements, collateral assignments, or other instruments and documents considered by such agent to be reasonably necessary or desirable to further evidence the perfection of the DIP Liens or the Adequate Protection Liens, as applicable, the Debtors are hereby authorized and directed to execute and deliver such financing statements, security agreements, collateral assignments, instruments, and documents, and the DIP Agent, Bond Trustee or other Prepetition Secured Parties is hereby authorized to file or record such documents in its discretion without seeking modification of the automatic stay under section 362 of the Bankruptcy Code, in which event all such documents shall be deemed to have been filed or recorded at the time and on the date of entry of the Interim Order.

23. **Automatic Stay.** As provided herein, subject only to the provisions of the DIP Loan Agreement and without further order from this Court, the automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to permit the DIP Secured Parties to exercise, upon the occurrence and during the continuance of any Event of Default, all rights and remedies provided for in the DIP Loan Documents, and to take any or all of the following actions, so long as the DIP Agent has provided five (5) calendar days' prior written notice (such five (5) business day period, the "Remedies Notice Period") to the Debtors following the applicable cure period in the DIP Loan Agreement, their bankruptcy counsel, counsel to any Committee, counsel to the respective Secured Lending Entities and the U.S. Trustee: (a) immediately terminate the Debtors' authority to use Cash Collateral and cease making any advances or issuing any letters of credit under the DIP Facility and to cease

authorizing the use thereof; (b) declare all DIP Obligations to be immediately due and payable; (c) charge the default rate of interest provided for under the DIP Loan Agreement; (d) freeze monies or balances in the Debtors' accounts; (e) immediately set off any and all amounts in accounts maintained by the Debtors with the DIP Agent or any of the DIP Secured Parties against the DIP Obligations, or otherwise enforce rights against the DIP Collateral in the possession of any of the DIP Secured Parties for application towards the DIP Obligations; and (f) take any other actions or exercise any other rights or remedies permitted under the Interim Order, this Final Order, the DIP Loan Documents or applicable law to effect the repayment of the DIP Obligations. Following the giving of written notice by the DIP Agent of the occurrence of an Event of Default, any party-in-interest in the Chapter 11 Cases, during the Remedies Notice Period, shall be entitled to an emergency hearing before this Court; provided that the Debtors agree to waive all issues contesting whether an Event of Default has occurred or as otherwise determined by the Court. The rights and remedies of the DIP Agent and DIP Secured Parties specified herein are cumulative and not exclusive of any rights or remedies that the DIP Agent and the DIP Secured Parties may have under the DIP Loan Documents or otherwise. The Debtors shall cooperate fully with the DIP Agent and the DIP Secured Parties in their exercise of rights and remedies, whether against the DIP Collateral or otherwise. This Court shall retain exclusive jurisdiction to hear and resolve any disputes and enter any orders required by the provisions of this paragraph and relating to the application, re-imposition or continuance of the automatic stay as provided hereunder.

24. [Reserved.]

25. **Application of Funds Upon Exercise of Remedies.** After the exercise of remedies, any amounts received on account of the DIP Obligations shall be applied and the DIP

Liens shall attach according to the priorities set forth in this Final Order.

26. **Credit Bid.** The DIP Agent, at the direction of the Required Lenders (as defined in the DIP Loan Agreement), shall have the right to credit bid up to the full amount of all outstanding DIP Obligations in any sale of the DIP Collateral under or pursuant to (i) section 363 of the Bankruptcy Code, (ii) a plan of reorganization or a plan of liquidation under section 1129 of the Bankruptcy Code, or (iii) a sale or disposition by a chapter 7 trustee for any Debtor under section 725 of the Bankruptcy Code. Subject to Section 363(k) of the Bankruptcy Code and the Challenge rights set forth in paragraph 16 of this Final Order, the Stipulated Prepetition Secured Parties, shall have the right to credit bid up to the full amount (or any portion) of the Stipulated Prepetition Secured Obligations, as applicable, secured by their respective Stipulated Prepetition Liens in any sale of Stipulated Prepetition Collateral, as applicable, subject to the satisfaction of all DIP Obligations and all obligations secured by Stipulated Prepetition Liens on such assets, or as otherwise consented to by the DIP Lenders and such other holders of the Stipulated Prepetition Liens, as applicable, under or pursuant to (i) section 363 of the Bankruptcy Code, (ii) a plan of reorganization or a plan of liquidation under section 1129 of the Bankruptcy Code, or (iii) a sale or disposition by a Chapter 7 trustee for any Debtor under section 725 of the Bankruptcy Code.

27. **Binding Effect.** To the extent permitted by law and subject to paragraph 14, the provisions of this Final Order shall be binding upon and inure to the benefit of the Secured Lending Entities, the Debtors, any Committee appointed in these Chapter 11 Cases, and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code or any other fiduciary appointed as a legal representative of any of

the Debtors or with respect to the property of the estate of any of the Debtors). To the extent permitted by applicable law, this Final Order shall bind any trustee hereafter appointed for the estate of any of the Debtors, whether in these Chapter 11 Cases or in the event of the conversion of any of the Chapter 11 Cases to a liquidation under chapter 7 of the Bankruptcy Code. Such binding effect is an integral part of this Final Order.

28. **Survival.** The provisions of the Interim Order and this Final Order and any actions taken pursuant thereto shall survive the entry of any order: (i) confirming any plan of reorganization or liquidation in any of the Chapter 11 Cases (and, to the extent not satisfied in full in cash, the DIP Obligations shall not be discharged by the entry of any such order, pursuant to section 1141(d)(4) of the Bankruptcy Code, each of the Debtors having hereby waived such discharge); (ii) converting any of the Chapter 11 Cases to a chapter 7 case; or (iii) dismissing any of the Chapter 11 Cases, and the terms and provisions of the Interim Order and this Final Order as well as the DIP Superpriority Claims and the DIP Liens in the DIP Collateral granted pursuant to the Interim Order, this Final Order and the DIP Loan Documents (and with respect to the entry of any order as set forth in (ii) or (iii) herein, the Adequate Protection Liens and Adequate Protection Superpriority Claims) shall continue in full force and effect notwithstanding the entry of any such order. Such claims and liens shall maintain their priority as provided by the Interim Order, this Final Order and the DIP Loan Documents, and to the maximum extent permitted by law, until all of the DIP Obligations are indefeasibly paid in full in cash and discharged. In no event shall any plan of reorganization or liquidation be allowed to alter the terms of repayment of any of the DIP Obligations from those set forth in the DIP Loan Documents.

29. **Reallocation.** For the avoidance of doubt, in the event that it is determined by this Court that the Prepetition Secured Parties did not maintain valid, perfected and enforceable

liens on the Prepetition Collateral, the Court reserves the right to reallocate any payments made to the Prepetition Secured Parties and modify any liens and claims granted pursuant to this Order, including the grant of adequate protection to the Prepetition Secured Parties.

30. **Modifications of DIP Loan Documents.** The Debtors, DIP Agent and DIP Secured Parties are hereby authorized to implement, in accordance with the terms of the DIP Loan Documents, any non-material modifications (including without limitation, any change in the number or composition of the DIP Lenders) of the DIP Loan Documents without further Order of this Court; provided, however, that notice of any non-material modification or amendment to the DIP Loan Documents shall be provided to counsel to any Committee, to the U.S. Trustee, and to the Prepetition Secured Parties, each of whom shall have three (3) days from the date of such notice within which to object in writing to such modification or amendment. If any Committee or the U.S. Trustee timely objects to any non-material modification or amendment to the DIP Loan Documents, such modification or amendment shall only be permitted pursuant to an order of this Court.

31. **Limits on Lender Liability.** Nothing in the Interim Order, this Final Order, any of the DIP Loan Documents, or any other documents related thereto shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties or the Prepetition Secured Parties of any liability for any claims arising from any activities by the Debtors in the operation of their businesses or in connection with the administration of these Chapter 11 Cases. The DIP Secured Parties shall not, solely by reason of having made loans under the DIP Facility, be deemed in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator,” with respect to the operation or management of the Debtors (as such terms, 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 the Interim Order, this Final Order or the DIP Loan Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties or any of the Prepetition Lenders of any liability for any claims arising from the Prepetition or postpetition activities of any of the Debtors.

32. **Insurance Policies.** The Debtors are hereby authorized and directed to use their reasonable best efforts to seek to have the DIP Agent and DIP Secured Parties named, as expeditiously as reasonably practicable, as additional insureds and loss payees, as applicable, on each insurance policy maintained now or in the future by any of the Debtors which in any way relates to the DIP Collateral. Notwithstanding the foregoing, the Debtors are authorized and directed to take any actions that the DIP Agent shall request, in its sole and absolute discretion, to have the DIP Agent, on behalf of the DIP Secured Parties, added as an additional insured and loss payee on each insurance policy.

33. **Restriction on Use of DIP Lenders' Funds.** The proceeds of the DIP Facility shall be used exclusively for the working capital of the Debtors, subject to and solely in accordance with the Approved Budget. Except as expressly set forth herein, including in paragraph 16 above, the Debtors shall be permitted to use the proceeds of the DIP Facility Loan solely for: (i) working capital purposes of the Debtors from and after the Petition Date, (ii) capital expenditures to complete the Project (as defined in the DIP Loan Agreement); (iii) current interest and fees due to the DIP Agent and DIP Lenders pursuant to the terms of the DIP Loan Agreement; (iv) the payment of adequate protection payments to the Prepetition Bond Secured Parties; (v) the allowed administrative costs and expenses of the Chapter 11 Cases, including reasonable fees and expenses of estate professionals, the DIP Agent and the DIP Lenders (and

their respective professionals); (vi) the payment of the fees and expenses of the Prepetition Secured Bond Parties; (vii) the payment of prepetition claims to the extent approved by the Bankruptcy Court; and (viii) any other items set forth in the Approved Budget (subject to the Permitted Variance), in each case, solely in accordance with the Approved Budget (subject to the Permitted Variance), the Interim Order or this Final Order. Notwithstanding anything herein to the contrary, for so long as the Debtors are authorized to use the Prepetition Secured Parties' Cash Collateral with the consent of the Prepetition Secured Parties, no Cash Collateral of the Prepetition Secured Parties may be used directly or indirectly by any of the Debtors, any Committee or any other person or entity to object to or contest in any manner the Prepetition Obligations or Prepetition Liens, or to assert or prosecute any actions, claims or causes of action against any of the Prepetition Secured Parties without the consent of the applicable Prepetition Secured Parties.

34. **Release of Claims and Defenses.** Subject to the rights and limitations set forth in paragraph 16 of each of the Interim Order and this Final Order, effective upon entry of the Interim Order, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of each of their predecessors, their successors, and assigns, shall, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge each of the DIP Secured Parties and Prepetition Secured Bond Parties (each in their respective roles as such), and each of their respective affiliates, former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, assigns, agents, and predecessors in interest (collectively, the "Released Parties"), each in their capacity as such, of and from any and all

claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened, including, without limitation, all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the date hereof with respect to or relating to the Prepetition Secured Bond Documents, Prepetition Secured Bond Obligations, Prepetition Liens, Intercreditor Agreements, DIP Loan Documents, DIP Facility, this Interim Order or any Final Order, and/or transactions contemplated hereunder or thereunder including, without limitation, (i) any so-called "lender liability" or equitable subordination claims or defenses, (ii) any and all claims, causes of action or defenses arising under the Bankruptcy Code, including chapter 5 of the Bankruptcy Code, and (iii) any and all claims and causes of action regarding the validity, priority, extent, enforceability, perfection, or avoidability of the liens or claims of the Prepetition Secured Bond Parties; provided, however, no such parties will be released to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from such parties' gross negligence, fraud, or willful misconduct.

35. **Protection Under Section 364(e).** If any or all of the provisions of the Interim Order or this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacation or stay shall not affect the validity or enforceability of any DIP Obligation, DIP Lien, Adequate Protection Superpriority Claim, or Prepetition Bondholders Adequate Protection Lien, or any other claim, lien, security interest or priority authorized or created by the Interim Order, this Final Order or pursuant to the DIP Loan Documents or

Adequate Protection Obligations incurred prior to the actual receipt by the DIP Agent or the Prepetition Secured Parties, as applicable, of written notice of the effective date of such reversal, modification, vacation or stay. Notwithstanding any such reversal, modification, vacation or stay, any use of Cash Collateral or the incurrence of DIP Obligations, or Adequate Protection Obligations owing to the Prepetition Secured Parties by the Debtors prior to the actual receipt by the DIP Agent or Prepetition Secured Parties, as applicable, of written notice of the effective date of such reversal, modification, vacation or stay, shall be governed in all respects by the provisions of the Interim Order or this Final Order, and the Prepetition Secured Parties shall be entitled to all of the rights, remedies, protections and benefits granted under section 364(e) of the Bankruptcy Code, the Interim Order, this Final Order, and the DIP Loan Documents with respect to all uses of Cash Collateral and the incurrence of DIP Obligations and Adequate Protection Obligations owing to the Prepetition Secured Parties.

36. **Effect of Dismissal of Chapter 11 Cases.** If the Chapter 11 Cases are dismissed, converted or substantively consolidated, such dismissal, conversion or substantive consolidation of these Chapter 11 Cases shall not affect the rights of the Secured Lending Entities under their respective DIP Loan Documents, Prepetition Secured Loan Documents, Prepetition Mechanic's Liens, the Interim Order or this Final Order, and all of the respective rights and remedies thereunder of the Secured Lending Entities shall remain in full force and effect as if the Chapter 11 Cases had not been dismissed, converted, or substantively consolidated. If an order dismissing any of the Chapter 11 Cases is at any time entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that: (i) the DIP Liens and DIP Superpriority Claims granted to and conferred upon the DIP Agent and DIP Secured Parties and the protections afforded to the DIP Agent and the DIP Secured Parties pursuant to the Interim

Order, this Final Order and the DIP Loan Documents shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until all DIP Obligations shall have been paid and satisfied in full (and that such DIP Liens, DIP Superpriority Claims and other protections shall, notwithstanding such dismissal, remain binding on all interested parties); (ii) those Prepetition Liens, Adequate Protection Liens and Adequate Protection Superpriority Claims granted to and conferred upon the Prepetition Secured Parties shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until all Prepetition Indebtedness shall have been paid and satisfied in full (and that such Adequate Protection Liens, Adequate Protection Superpriority Claims, and other adequate protection granted to or conferred on the Prepetition Secured Parties shall, notwithstanding such dismissal, remain binding on all interested parties); and (iii) to the greatest extent permitted by applicable law, this Court shall retain jurisdiction, notwithstanding such dismissal, for the purpose of enforcing the DIP Liens, the Prepetition Liens, the Adequate Protection Liens, the DIP Superpriority Claims and the Adequate Protection Superpriority Claims referred to herein.

37. **Indemnification.** Subject to any restrictions imposed by applicable law, nothing in this Final Order shall abrogate the indemnification provisions set forth in any of the Prepetition Secured Bond Documents.

38. **Findings of Fact and Conclusions of Law.** This Final Order constitutes, where applicable, findings of fact and conclusions of law and shall take effect and be fully enforceable immediately upon the execution thereof.

39. **Choice of Law; Jurisdiction.** The DIP Facility and the DIP Loan Documents (and the rights and obligations of the parties thereto) shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, including, without limitation,

Sections 5-1401 and 5-1402 of the New York General Obligations Law, and, to the extent applicable, the Bankruptcy Code. The Bankruptcy Court shall have exclusive jurisdiction with respect to any and all disputes or matters under, or arising out of or in connection with, either the DIP Facility or the DIP Loan Documents.

40. **Authorized Signatories.** The signature of any Authorized Officer (as defined in the Debtor's corporate resolutions filed with the Petition) or Debtors' attorneys, appearing on any one or more of the DIP Loan Documents shall be sufficient to bind the Debtors. No board of directors or other approval shall be necessary.

41. **Order Effective.** This Final Order shall be effective as of the date of the signature by the Court.

42. **No Requirement to Accept Title to Collateral.** The Secured Lending Entities shall not be obligated to accept title to any portion of the Prepetition Collateral or DIP Collateral in payment of the indebtedness owed to such party by the Debtors, in lieu of payment in cash or cash equivalents, nor shall any of the Secured Lending Entities be obligated to accept payment in cash or cash equivalents that is encumbered by any interest of any person or entity other than the Secured Lending Entities.

43. **Controlling Effect of Final Order.** To the extent any provision of this Final Order conflicts or is inconsistent with any provision of the Motion, the Interim Order, any prepetition agreement or any DIP Loan Document, the provisions of this Final Order shall control.

Dated: April 16th, 2025  
Wilmington, Delaware

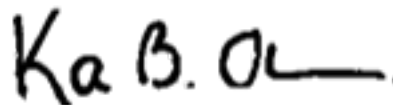
  
KAREN B. OWENS  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT 1**

**DIP Loan Agreement**

**DEBTOR-IN-POSSESSION LOAN AGREEMENT**

Dated as of March 26, 2025

among

**GO LAB, INC.,  
GO LAB MADISON, LLC**

and

**THE GUARANTORS REFERRED TO HEREIN**

**THE LENDERS REFERRED TO HEREIN**

and

**UMB BANK, N.A.,**  
as Administrative Agent

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**DEBTOR-IN-POSSESSION LOAN AGREEMENT** dated as of March 26, 2025 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Agreement”) among (i) **GO LAB, INC.**, a Delaware corporation and debtor-in-possession under Chapter 11 of the Bankruptcy Code, (ii) **GO LAB MADISON, LLC**, a Delaware limited liability company and debtor-in-possession under Chapter 11 of the Bankruptcy Code, (iii) the **GUARANTORS** referred to herein and debtors-in-possession under Chapter 11 of the Bankruptcy Code, (iv) the **LENDERS** referred to herein and (v) **UMB BANK, N.A.**, as the Administrative Agent.

## INTRODUCTORY STATEMENT

Terms not otherwise defined above or in this Introductory Statement are as defined in Article 1 hereof or as defined elsewhere herein.

On March 25, 2025 (the “Petition Date”) the Loan Parties commenced Chapter 11 Cases by filing a voluntary petition for reorganization under the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) and each of the Loan Parties continues to operate its business and manage its properties as a debtor and debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

Prior to the Petition Date, the Finance Authority of Maine, a body politic of the State of Maine (the “Prepetition Issuer”) issued its Revenue Bonds (GO Lab Madison Project), Series 2021, in the aggregate principal amount of \$85,000,000 (the “Prepetition Bonds”) pursuant to that certain Indenture of Trust, dated as of December 23, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Prepetition Indenture”), between the Issuer and UMB Bank, N.A., as successor trustee under the Prepetition Indenture (in such capacity, the “Prepetition Bond Trustee”), for the purpose of financing and refinancing the redeveloping and re-purposing an existing paper mill into a wood-fiber based insulation manufacturing facility in Madison, Maine (the “Project”). The Prepetition Issuer loaned the proceeds of the Prepetition Bonds to GO Lab Madison, LLC, a Delaware limited liability company (“GO-Madison”) pursuant to that certain Loan Agreement dated as of December 23, 2021 (as amended, assigned, restated, modified, or supplemented from time to time, the “Prepetition Loan Agreement”), between the Issuer and GO-Madison to finance and refinance the acquisition, construction, and equipping of the Project.

The Borrowers have requested that the Lenders provide a senior secured, superpriority credit facility to the Borrowers to fund the working capital requirements of the Loan Parties and for other purposes permitted under this Agreement during the pendency of the Chapter 11 Cases.

To provide assurance for the repayment of the Loans and the other Obligations hereunder, each Loan Party will, among other things, provide or cause to be provided to the Administrative Agent (for the benefit of the Secured Parties), a security interest in and Lien upon substantially all its existing and after acquired real and personal property pursuant to Article IX.

Subject to the terms and conditions set forth herein, the Administrative Agent is willing to act as agent for the Lenders and each Lender is willing to make certain loans to the Borrowers after the Petition Date, each as provided herein.

Accordingly, in consideration of the premises and mutual covenants contained herein, the parties hereto hereby agree as follows:

## **ARTICLE I DEFINITIONS**

**SECTION 1.01** Defined Terms. As used in this Agreement, the following terms shall have the respective meanings set forth below:

“Acceptable Plan” shall mean (a) a chapter 11 plan for each of the Chapter 11 Cases that (i) provides for the termination of the unused Commitments under this Agreement, (ii) provides for the indefeasible payment in full in cash of the Obligations, in exchange for full discharge thereof, on or prior to the effective date of the plan as a condition to the effectiveness thereof (iii) provides for the indefeasible payment in full in cash of the obligations due and owing to the Prepetition Secured Parties under the Prepetition Indenture, Prepetition Loan Agreement and other Prepetition Financing Documents, in exchange for full discharge thereof, on or prior to the effective date of the plan as a condition to the effectiveness thereof and (iv) contains releases for the Administrative Agent, the Lenders, and the Prepetition Secured Parties in form and substance satisfactory to the Administrative Agent, the Lenders, and the Prepetition Secured Parties; (b) the Chapter 11 Plan or (c) a chapter 11 plan for each of the Chapter 11 Cases acceptable in form and substance to the Administrative Agent, Prepetition Bond Trustee and Lenders.

“Account Control Agreement” shall mean an account control agreement in form and substance reasonably satisfactory to the Administrative Agent, as amended, supplemented or otherwise modified, renewed or replaced from time to time in accordance with the terms thereof and hereof.

“Administrative Agent” shall mean UMB Bank, N.A., in its capacity as agent for the Lenders hereunder, or such successor Administrative Agent as may be appointed pursuant to Section 11.06 hereof.

“Administrative Agent Fee Letter” means that certain fee letter, dated as of March 26, 2025 between UMB Bank, National Association, in its capacity as Administrative Agent and the Borrower, as the same may be amended, supplemented or otherwise modified from time to time.

“Administrative Agent’s Office” shall mean the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 13.02, or such other address or account as the Administrative Agent may from time to time notify to the Borrowers and the Lenders.

“Administrative Questionnaire” means an administrative questionnaire in a form supplied by the Administrative Agent or such other form as is acceptable to the Administrative Agent.

“Affiliate” shall mean any Person, which, directly or indirectly, is in control of, is controlled by, or is under common control with, another Person. For purposes of this definition, a Person shall be deemed to be “controlled by” another Person if such latter Person possesses, directly or indirectly, power either to direct or cause the direction of the management and policies of such controlled Person whether by contract or otherwise.

“Applicable Percentage” shall mean, with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of the Facility represented by such Lender’s outstanding Commitment and Loans at such time. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

“Approved Budget” shall mean the Initial Approved Budget; provided, that upon approval of any updated cash flow budget delivered pursuant to Section 6.02(l), such updated forecast shall thereafter constitute the “Approved Budget”.

“Approved Fund” shall mean any Person (other than a natural person) engaged in the ordinary course of its business in making, purchasing, holding, or investing in commercial loans and similar extensions of credit and that is administered or managed by a Lender or an Affiliate of a Lender (or an entity or an Affiliate of an entity that administers or manages a Lender).

“Asset Sale” means any loss, damage, destruction or condemnation of, or any sale, conveyance, transfer or other disposition (whether in a single transaction or a series of related transactions) to any Person of any asset or assets of the Borrowers or any Subsidiary.

“Assignee Group” shall mean two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

“Assignment and Assumption” shall mean an agreement substantially in the form of Exhibit A hereto, executed by the assignor, assignee and other parties as contemplated thereby.

“Bankruptcy Code” shall mean Title 11 of the United States Code entitled “Bankruptcy” or any successor statute, and all rules promulgated thereunder.

“Bankruptcy Court” shall have the meaning given to such term in the Introductory Statement hereof.

“Board” shall mean the Board of Governors of the Federal Reserve System of the United States of America.

“Borrower” shall mean any of GO-Inc. and GO-Madison, as the context may require, and “Borrowers” shall mean all of the foregoing.

“Borrowing” shall mean a borrowing consisting of simultaneous Loans made by the Lenders pursuant to Section 2.01.

“Business Day” shall mean any day other than (i) a Saturday or Sunday, (ii) a day on which commercial banks in New York, New York, or any other city or cities in which the

Corporate Trust Office of the Administrative Agent is located are closed, (iii) a day on which the New York Stock Exchange is closed, or (iv) a day on which interbank wire transfers cannot be made on the Fedwire system.

“Capital Lease”, as applied to any Person, shall mean any lease of any property (whether real, personal or mixed) by that Person as lessee which, in accordance with GAAP, is or should be accounted for as a capital lease on the balance sheet of that Person.

“Carve-Out” shall have the meaning given to such term in the Financing Order.

“Cash Collateral” shall have the meaning given to such term in the Financing Order.

“Cash Equivalents” shall mean any of the following types of Investments, to the extent owned by a Loan Party or any of its Subsidiaries:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers’ acceptances of, any commercial bank that (i) (A) is a Lender or (B) is organized under the laws of the United States, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least \$1,000,000,000, in each case with maturities of not more than 360 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States and rated at least “Prime-1” (or the then equivalent grade) by Moody’s or at least “A-1” (or the then equivalent grade) by S&P, in each case with maturities of not more than 360 days from the date of acquisition thereof;

(d) Investments classified in accordance with GAAP as current assets of such Loan Party or any of its Subsidiaries in money market investment programs registered under the Investment Company Act of 1940 that are administered by financial institutions that have the highest rating obtainable from either Moody’s or S&P and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition;

(e) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria described in clause (b) above;

(f) direct obligations of any State of the United States (or by any subdivision thereof to the extent such obligations are backed by the full faith and credit of such State), in each

case (i) with maturities of not more than 360 days from the date of acquisition thereof and (ii) rated AAA by S&P or Aaa by Moody's; and

(g) any other investments approved in writing by the Administrative Agent (acting at the direction of the Required Lenders).

"Cash Management Order" means, collectively, the orders entered by the Bankruptcy Court with respect to the Loan Parties in the Chapter 11 Cases authorizing and approving the Loan Parties' cash management arrangements and procedures, and which orders shall be in form and substance satisfactory to the Required DIP Lenders.

"Challenge" shall have the meaning given to such term in the Financing Order.

"Change in Law" shall mean the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any applicable law, rule, regulation or treaty; (b) any change in any applicable law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority; or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided, however, that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Chapter 11 Case" shall mean the case number identified across from each Loan Party's name set forth on Schedule 1.01A attached hereto and "Chapter 11 Cases" shall mean all of the foregoing.

"Chapter 11 Plan" shall mean the Chapter 11 plan of reorganization for the Loan Parties on terms consistent with the term sheet attached as Exhibit "A" to the RSA (as may be amended, supplemented, or otherwise modified from time to time in accordance with the terms of the RSA, including any exhibits or schedules attached thereto).

"Closing Date" shall mean the date on which the conditions precedent set forth in Section 4.01 hereof have been satisfied or waived in accordance with the terms hereof.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" shall mean all of any Loan Party's right, title and interest in, to and under all real and personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Loan Party (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Loan Party, and regardless of where located, including, but not limited to, all Prepetition Collateral, all accounts, chattel paper, contract rights, copyrights, patents, trademarks, trade names, documents, equipment, fixtures, general intangibles, goods, goodwill, instruments, insurance policies,

intercompany obligations, inventory, investment property, machinery, partnership and joint venture interests, cash or cash equivalents, letters of credit, letter-of-credit rights and supporting obligations, deposit accounts (including the Collateral Accounts) and all items on deposit therein or otherwise held in or credited thereto, commercial tort claims, claims against any Loan Party's current or former directors and officers and any proceeds thereof including any related insurance proceeds, the proceeds of any avoidance actions brought pursuant to chapter 5 of the Bankruptcy Code or section 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state law equivalents, all cash and cash equivalents contained in any account maintained by any of the Loan Parties, farm products, and all accessions to, substitutions for and replacements, proceeds (including stock rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any general intangibles at any time evidencing or relating to any of the foregoing.

"Collateral Accounts" shall mean, collectively, the Operating Account as defined in the Prepetition Indenture and any other account subject to an Account Control Agreement pursuant to the Prepetition Financing Documents.

"Commitment" shall mean as to each Lender, its obligation to make Loans to the Borrowers pursuant to Section 2.01 in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 under the caption "Commitment" or opposite such caption in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement, and "Commitments" shall mean the aggregate Commitments of all Lenders.

"Committee" shall mean the official statutory unsecured creditors' committee, if any, appointed in the Chapter 11 Cases.

"Compliance Certificate" shall mean a certificate substantially in the form of Exhibit B hereto.

"Consolidated Subsidiaries" shall mean all Subsidiaries of a Person which are required or permitted to be consolidated with such Person for financial reporting purposes in accordance with GAAP.

"Contractual Obligation" shall mean, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Corporate Trust Office" means with respect to the Administrative Agent, the office of the Administrative Agent at which at any particular time its corporate trust business shall be principally administered, which office at the date hereof is located in Minneapolis, Minnesota.

"Debtor Relief Laws" shall mean the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Default” shall mean any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default.

“Default Rate” shall mean, when used with respect to Obligations, an interest rate equal to the Interest Rate plus two percent (2%).

“Defaulting Lender” shall mean any Lender that (a) has failed to fund any portion of the Loans required to be funded by it hereunder within two (2) Business Days of the date required to be funded by it hereunder, (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due, unless the subject of a good faith dispute, or (c) has notified the Administrative Agent, any Lender (subject to such Lender having given notice thereof to the Administrative Agent) or any Borrower (subject to such Borrower having given notice thereof to the Administrative Agent) in writing that it does not intend to comply with its funding obligations or has made a public statement to that effect with respect to its funding obligations hereunder, (d) has failed, within two (2) Business Days after request by the Administrative Agent, to confirm in a manner satisfactory to the Administrative Agent that it will comply with its funding obligations hereunder, or (e) after the date of this Agreement, has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or a custodian appointed for it, or (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in such Lender or any direct or indirect parent company thereof by a Governmental Authority. In the event that the Administrative Agent and each Borrower each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to become a Defaulting Lender, then on such date such Lender shall thereafter no longer constitute a Defaulting Lender hereunder (unless and until such Lender again becomes a Defaulting Lender).

“Disposition” shall mean any transaction, or series of related transactions, pursuant to which a Loan Party or any of its Subsidiaries sells, assigns, transfers or otherwise disposes of any property or assets (whether now owned or hereafter acquired) to any Person, in each case, whether or not the consideration therefor consists of cash, securities or other assets owned by the acquiring Person.

“Dollars” and “\$” shall mean lawful money of the United States of America.

“Eligible Assignee” shall mean any Person that meets the requirements to be an assignee under Section 13.06(b)(iii), (v) and (vi) (subject to such consents, if any, as may be required under Section 13.06(b)(iii)).

“Environmental Laws” shall mean any and all Federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements with any applicable Governmental Authority or governmental restrictions relating to pollution and the protection of the environment or the release of hazardous substances or wastes to the environment, as now or hereafter in effect.

“Environmental Liability” shall mean any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of a Loan Party or any of its Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equity Interests” shall mean shares of the capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity interests in any Person or any warrants, options or other rights to acquire such interests.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as heretofore and hereafter amended, as codified at 29 U.S.C. § 1001 et seq. and the regulations promulgated thereunder.

“ERISA Affiliate” shall mean each Person (as defined in Section 3(9) of ERISA) which is treated as a single employer with any of the Loan Parties under Section 414(b), (c), (m) or (o) of the Code.

“Event of Default” shall have the meaning given to such term in Article VIII hereof.

“Excluded Taxes” shall mean, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of a Loan Party hereunder, (a) Taxes imposed on or measured by its overall net income (however denominated), and franchise Taxes imposed on it (in lieu of net income Taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable Lending Office is located, or by any jurisdiction solely as a result of a present or former connection between such recipient and such jurisdiction (other than any such connection arising solely from such recipient having executed, delivered or performed its obligations or received a payment under, or enforced, any of the Loan Documents), (b) any branch profits Taxes imposed by the United States or any similar Tax imposed by any other jurisdiction, (c) any backup withholding Tax that is required by the Code to be withheld from amounts payable to a Lender that has failed to comply with clause (A) or (B) of Section 3.01(e)(ii), as applicable, (d) any Taxes imposed pursuant to FATCA, and (e) other than in the case of a Lender that is an assignee pursuant to a request by any Borrower under Section 13.13, any withholding Tax that (i) is required to be imposed on amounts payable to such Lender pursuant to the Laws in force at the time such Lender becomes a party hereto (or designates a new Lending Office) except to the extent that such Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from such Loan Party with respect to such withholding Tax pursuant to Section 3.01(a)(i) or (ii), or (ii) is attributable to such Lender’s failure or inability (other than as a result of a Change in Law) to comply with clause (A) or (B) of Section 3.01(e)(ii).

“Exit Agent” shall have the meaning given to such term in Section 2.05(b) hereof.

“Exit Conversion” shall have the meaning given to such term in Section 2.05(b) hereof.

“Exit Term Loan Credit Agreement” shall have the meaning given to such term in Section 2.05(b) hereof.

“Exit Term Loan Facility” shall have the meaning given to such term in Section 2.05(b) hereof.

“Facility” shall mean at any time, the aggregate amount of the Lenders’ Commitments at such time.

“FATCA” shall mean Sections 1471 through 1474 of the Code, as in effect on the date hereof (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and any applicable Treasury regulations promulgated thereunder or official interpretation thereof.

“Federal Funds Rate” shall mean, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Administrative Agent on such day on such transactions as determined by the Administrative Agent.

“Final Order” shall mean, collectively, the order of the Bankruptcy Court entered in the Chapter 11 Cases after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Bankruptcy Court, which order shall be satisfactory in form and substance to the Administrative Agent and the Lenders (as to this Facility) and the Prepetition Bond Trustee (as to the use of Cash Collateral and the provision of adequate protection), and from which no appeal or motion to reconsider has been timely filed, or if timely filed, such appeal or motion to reconsider has been dismissed or denied (unless the Administrative Agent and the Prepetition Bond Trustee waive such requirement), together with all extensions, modifications and amendments thereto, which, among other matters but not by way of limitation, authorizes the Loan Parties to obtain credit, incur (or guaranty) Indebtedness, and grant Liens under this Agreement and the other Loan Documents, provides for the superpriority (to the extent provided for herein and therein) of the Administrative Agent’s and the Lenders’ claims, authorizes the use by the Loan Parties of their Cash Collateral in accordance with the terms of this Agreement and provides for adequate protection of the Liens and claims of the Prepetition Secured Parties under the Prepetition Financing Documents.

“Financial Advisor” shall mean Jefferies LLC (or another financial advisor selected by Borrowers and acceptable to the Lenders) as financial advisor to the Borrowers.

“Financing Order” shall mean, the Interim Order or the Final Order, whichever is in effect at the time of any determination made hereunder, and “Financing Orders” shall mean the Interim Order and the Final Order, collectively.

“Foreign Lender” shall mean any Lender that is organized under the Laws of a jurisdiction other than that in which the Borrower is resident for tax purposes. For purposes of this definition, the United States, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

“GAAP” shall mean generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States that are applicable to the circumstances as of the date of determination, consistently applied.

“GO-Madison” shall mean GO Lab Madison, LLC, a Delaware limited liability company and debtor-in-possession under Chapter 11 of the Bankruptcy Code.

“GO-Inc.” shall mean GO Lab, Inc., a Delaware corporation and debtor-in-possession under Chapter 11 of the Bankruptcy Code.

“Governmental Authority” shall mean the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Guarantor” shall mean each of the entities set forth on Schedule 1.01B hereto and any other Person required to Guaranty the Obligations hereunder pursuant to Section 6.14.

“Guaranty” shall mean, as to any Person: (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation of another Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided, that the term Guaranty shall not include endorsements for collection or collections for deposit, in either case in the ordinary course of business; or (b) any Lien on any assets of such Person securing any

Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guaranty shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guaranty is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“Hazardous Materials” shall mean all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Hedge Agreement” shall mean any agreement with respect to any swap, cap, collar, hedge, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

“Holdings” shall mean GO Lab Madison Holdings, LLC, a Delaware limited liability company.

“Indebtedness” shall mean, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;
- (b) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers’ acceptances, bank guaranties, surety bonds and similar instruments;
- (c) net obligations of such Person under any Hedge Agreement;
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business and not past due for more than 120 days after the date on which such trade account was created);
- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (f) all obligations of such Person under Capital Leases and any financing lease involving substantially the same economic effect;

(g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and

(h) all Guaranties of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person.

“Indemnatee” shall have the meaning given to such term in Section 13.04(b) hereof.

“Indemnified Taxes” shall mean Taxes other than Excluded Taxes and Other Taxes.

“Information” shall have the meaning given to such term in Section 13.07 hereof.

“Initial Approved Budget” shall have the meaning set forth in Section 4.01(c) hereof.

“Interest Payment Date” shall mean, as to any Loan, the last Business Day of each month (commencing on March 31, 2025) and the Termination Date.

“Interest Rate” shall mean 9.5% per annum.

“Interim Advance” shall mean \$3,250,000.

“Interim Order” shall mean, collectively, the order of the Bankruptcy Court entered in the Chapter 11 Cases after an interim hearing, in form and substance satisfactory to the Administrative Agent and the Lenders (as to this Facility) and the Prepetition Bond Trustee (as to the use of Cash Collateral and the provision of adequate protection), together with all extensions, modifications and amendments thereto, which, among other matters but not by way of limitation, authorizes, on an interim basis, (i) the Loan Parties to execute and perform under the terms of this Agreement, incur Loans in an aggregate principal amount not to exceed the Interim Advance prior to the date of entry of the Final Order and use their Cash Collateral in accordance with the terms of this Agreement and (ii) the Guarantors to execute and perform under the terms of this Agreement.

“Investment” shall mean, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guaranty or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of related transactions) of assets of another Person that constitute a business unit or all or a substantial part of the business of, such Person. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

“IRS” shall mean the United States Internal Revenue Service.

“Laws” shall mean, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Lender” and “Lenders” shall mean the financial institutions whose names appear at the foot hereof and any assignee of a Lender pursuant to Section 13.06 hereof, and their respective successors.

“Lending Office” shall mean, with respect to any of the Lenders, the branch or branches (or affiliate or affiliates) from which such Lender’s Loans are made or maintained and for the account of which all payments of principal of, and interest on, such Lender’s Loans are made, as notified to the Administrative Agent from time to time.

“Lien” shall mean any mortgage, copyright mortgage, pledge, security interest, encumbrance, lien or charge of any kind whatsoever (including, without limitation, any conditional sale or other title retention agreement, any agreement to grant a security interest at a future date, any lease in the nature of security, and the filing of, or agreement to give, any financing statement under the UCC of any jurisdiction); provided, however, that this term shall not include contractual agreements which do not afford security of the type described in this definition.

“Loan” shall have the meaning given to such term in Section 2.01 hereof.

“Loan Documents” shall mean this Agreement, the Notes (if any), the Financing Orders, the Administrative Agent Fee Letter, and any security agreements, pledge agreements or other document executed in connection with the Obligations or the transactions contemplated hereby, as the same may from time to time be amended, modified, supplemented or restated.

“Loan Guaranty” shall mean the Guaranty provided for by Article XII of this Agreement.

“Loan Notice” shall mean a notice of a Borrowing pursuant to Section 2.02(a), which, if in writing, shall be substantially in the form of Exhibit C hereto.

“Loan Parties” shall mean, collectively, the Borrowers and the Guarantors and their respective successors and permitted assigns, and the term “Loan Party” shall mean any one of them or all of them individually, as the context may require.

“Margin Stock” shall be as defined in Regulation U of the Board.

“Material Adverse Effect” shall mean any change or effect that (a) has a materially adverse effect on the business, assets, properties, operations or financial condition of the Loan Parties, taken as a whole, or any Borrower (other than general economic conditions and events or

circumstances which are generally applicable to the industries in which the Loan Parties operate and which have not disproportionately, adversely and materially affected the Loan Parties), (b) materially impairs the legal right, power or authority of the Loan Parties, taken as a whole, or any Borrower to perform their or its respective obligations under any material provision of the Loan Documents or (c) materially impairs the validity or enforceability of, or materially impairs the rights, remedies or benefits available to the Administrative Agent for the benefit of the Secured Parties under any material provision of the Loan Documents.

“Mechanic’s Lienholders” shall mean Cianbro Corporation and Consolidated Electrical Distributors, Inc., d/b/a Gilman Electrical Supply.

“Milestone” shall have the meaning specified in Section 6.18.

“Moody’s” shall mean Moody’s Investors Service, Inc. and any successor thereto.

“Multiemployer Plan” shall mean any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which any of the Loan Parties or any of their ERISA Affiliates makes or is obligated to make contributions or has any outstanding liability, or during the preceding five plan years, has made or been obligated to make contributions.

“Net Cash Proceeds” means the aggregate cash proceeds (using the fair market value of any Cash Equivalents) received by a Borrower or any Subsidiary in respect of any Asset Sale (including any cash received in respect of or upon the sale or other disposition received in any Asset Sale and any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise, but only as and when received, but excluding the assumption by the acquiring Person of Indebtedness relating to the disposed assets or other consideration received in any other non-cash form), net of the direct cash costs relating to such Asset Sale (including legal and accounting fees and brokerage and sales commissions approved by the Lenders), and any reasonable relocation expenses incurred as a result thereof, taxes paid or payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements related thereto), and any deduction of appropriate amounts to be provided by a Borrower or any of the Subsidiaries as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by a Borrower or any of the Subsidiaries after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction; provided that such reserved amounts will be deemed to be Net Cash Proceeds to the extent and at the time of any reversal thereof (to the extent not applied to the satisfaction of any applicable liabilities in cash in a corresponding amount).

“Note” shall mean a promissory note made by the Borrowers in favor of a Lender evidencing Loans made by such Lender, substantially in the form of Exhibit D hereto.

“Obligations” shall mean the obligation of the Loan Parties to make due and punctual payment of principal of and interest on the Loans, costs and attorneys’ fees and all other monetary obligations of the Loan Parties to the Administrative Agent or any Lender under the Loan Documents.

“Open Prairie” shall mean Open Prairie Rural Opportunities Fund, LP, a Delaware limited partnership.

“Organizational Documents” shall mean, with respect to any Person, as applicable, such Person’s certificate of incorporation, articles of incorporation, bylaws, certificate of formation, articles of organization, limited liability company agreement, management agreement, operating agreement, shareholder agreement, partnership agreement or similar document or other agreement governing such Person’s existence, organization or management or concerning the disposition of Equity Interests of such Person or voting rights among such Person’s owners.

“Other Taxes” shall mean any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies imposed by a taxing authority arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement.

“Outstanding Amount” shall mean with respect to Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Loans, as the case may be, occurring on such date.

“Permitted Encumbrances” shall mean Liens permitted under Section 7.01 hereof.

“Permitted Prepetition Liens” shall mean the Prepetition Third-Party Liens and the liens granted, pursuant to the Prepetition Financing Documents, in favor of Prepetition Bondholders that are not party to the RSA.

“Permitted Variance” shall have the meaning given to such term in Section 7.23 hereof.

“Person” shall mean any natural person, corporation, division of a corporation, limited liability company, partnership, trust, joint venture, association, company, estate, unincorporated organization or government or any agency or political subdivision thereof.

“Petition Date” shall have the meaning given to such term in the Introductory Statement hereof.

“Plan” shall mean any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) established by any of the Loan Parties or, with respect to any such plan that is subject to Section 412 of the Code or Section 302 or Title IV of ERISA, any of their ERISA Affiliates.

“Platform” shall have the meaning given to such term in Section 6.02 hereof.

“Prepetition” shall mean the time period ending immediately prior to the filing of the Chapter 11 Case.

“Prepetition Bond Trustee” shall have the meaning given to such term in the Introductory Statement hereof.

“Prepetition Bondholders” shall mean the beneficial owners of the Prepetition Bonds.

“Prepetition Bonds” shall have the meaning given to such term in the Introductory Statement hereof.

“Prepetition Collateral” shall have the meaning given to the term “Prepetition Collateral” in the Financing Order.

“Prepetition Financing Documents” shall mean the “Financing Documents” under, and as defined in, the Prepetition Indenture.

“Prepetition Indenture” shall have the meaning given to such term in the Introductory Statement hereof.

“Prepetition Obligations” shall mean the Loan Parties’ obligations under the Prepetition Financing Documents.

“Prepetition Secured Parties” shall mean the Prepetition Bond Trustee and the Prepetition Bondholders.

“Prepetition Third-Party Indebtedness” shall mean, with respect to any Loan Party, Indebtedness of such Loan Party owing to a third party other than the Prepetition Bond Trustee and the other Prepetition Secured Parties as of the Petition Date.

“Prepetition Third-Party Liens” shall mean any Liens on the Collateral in favor of third-party creditors other than the Prepetition Bond Trustee and the other Prepetition Secured Parties that (a) are valid, perfected, enforceable and nonavoidable in favor of third parties that were in existence immediately prior to the Petition Date, (b) that were in existence immediately prior to the Petition Date and valid and unavoidable liens in favor of third parties that were in existence immediately prior to the Petition Date that were perfected subsequent to the Petition Date as permitted by Section 546(b) of the Bankruptcy Code and not subject to section 552(a) of the Bankruptcy Code, and (c) are not subject to avoidance, reduction, allowance, disgorgement, counterclaim, surcharge or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

“QLICI Lenders” shall mean, collectively, MCD Subsidiary CDE 16, LLC, a New Hampshire limited liability company and MHIC NE CDE II Subsidiary 64 LLC, a Massachusetts limited liability company.

“Register” shall have the meaning given to such term in Section 13.06(c) hereof.

“Regulations T, U and X” shall mean Regulations T, U and X, respectively, of the Board as each is from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Related Parties” shall mean with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, attorneys, representatives and advisors of such Person and of such Person’s Affiliates.

“Required Lenders” shall mean, as of any date of determination, Lenders holding more than 50% of the sum of the (a) Total Outstandings and (b) aggregate unused Commitments; provided that the unused Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

“Responsible Officer” shall mean the president, chief financial officer, executive vice president, chief operating officer, any vice president or treasurer. Any document delivered hereunder that is signed by a Responsible Officer of any Borrower or any Guarantor, as applicable, shall be conclusively presumed to have been authorized by all necessary limited liability company and/or other action on the part of such Person and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Person.

“Restricted Payment” shall mean, with respect to any Person (i) any distribution, cash dividend or other direct or indirect payment on account of shares of any Equity Interest of such Person, (ii) any redemption or other acquisition, re-acquisition or retirement by such Person of any Equity Interests of such Person or any Affiliate thereof, now or hereafter outstanding, and (iii) any payment made by such Person to retire, or obtain the surrender of, any outstanding warrants, puts or options or other rights to purchase or otherwise acquire any Equity Interest of such Person or any Affiliate thereof, now or hereafter outstanding.

“RSA” shall mean the Restructuring Support Agreement, dated as of March 25, 2025 among the Loan Parties, the Lenders and other parties thereto.

“S&P” shall mean S&P Global Ratings and its successors.

“Scheduled Termination Date” shall mean the date that is 90 days after the Petition Date.

“Secured Party” or “Secured Parties” shall mean the Administrative Agent, the Lenders, and any other party which is secured by the Liens granted to Administrative Agent hereunder and under the Loan Documents from time to time pursuant to the terms hereof and thereof.

“SEDC” shall mean Somerset Economic Development Corporation, a body corporate existing under the laws of the State of Maine.

“Solicitation” shall mean a solicitation of votes for the Chapter 11 Plan pursuant to the Bankruptcy Code.

“Subsidiary” shall mean with respect to any Person, any corporation, limited liability company, association, joint venture, partnership or other business entity (whether now existing or hereafter organized) of which at least a majority of the voting stock or other ownership interests having ordinary voting power for the election of directors (or the equivalent) is, at the

time as of which any determination is being made, owned or controlled by such Person or one or more subsidiaries of such Person or by such Person and one or more subsidiaries of such Person.

“Tax” and “Taxes” shall mean any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any taxing authority.

“Termination Date” shall mean the earliest to occur of (a) the Scheduled Termination Date (b) the date of acceleration of the Loans or termination of the Commitments following an Event of Default; (c) the date of termination of the Commitments in accordance with Section 2.04 hereof; (d) the first Business Day on which the Interim Order expires by its terms or is terminated, unless the Final Order has been entered and become effective prior thereto; (e) conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code unless otherwise consented to in writing by the Administrative Agent and the Lenders; (f) dismissal of any of the Chapter 11 Cases, unless otherwise consented to in writing by the Administrative Agent and the Lenders; (g) the date of consummation of the sale of substantially all assets of the Loan Parties or the sale of substantially all assets of the Loan Parties comprising Prepetition Collateral and (h) the effective date of any Loan Party’s plan of reorganization confirmed in the Chapter 11 Cases.

“Threshold Amount” shall mean \$100,000.

“Total Commitments” shall mean, at any time, the aggregate amount of the Commitments then in effect of all of the Lenders, as such aggregate amount shall be adjusted from time to time in accordance with the terms of this Agreement.

“Total Outstandings” shall mean the aggregate Outstanding Amount of all Loans.

“UCC” shall mean the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “UCC” shall mean the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

“UMB Bank” shall mean UMB Bank, N.A. and its successors.

“United States” and “U.S.” shall mean the United States of America.

“USA PATRIOT Act” shall mean the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended from time to time.

“Variance Report” shall have the meaning assigned to such term in Section 6.02(k).

“Variance Testing Period” means (a) with respect to the first Variance Report, for the cumulative period starting at the Petition Date and ending four weeks following the Petition Date and (b) with respect to the second Variance Report and each Variance Report thereafter, the two-week period ending on the Sunday of the week immediately preceding the applicable Variance Report testing date.

**SECTION 1.02**      Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” The word “or” is not exclusive. Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organizational Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified, renewed or replaced (subject to any restrictions on such amendments, restatements, supplements, modifications, renewals or replacements set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Introductory Statement, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Introductory Statement, Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

**SECTION 1.03**      Accounting Terms.

(a) Generally. Except as otherwise expressly provided herein, all accounting terms not otherwise defined herein shall have the meanings assigned to them in conformity with GAAP. Financial statements and other information required to be delivered by the Borrowers pursuant to Section 6.01 shall be prepared in accordance with GAAP. Except as otherwise expressly stated herein and subject to the foregoing, calculations in connection with the definitions, covenants and other provisions hereof shall utilize accounting principles and policies in conformity with those used to prepare the financial statements delivered pursuant to Section 6.01, as applicable; provided that the Initial Approved Budget, the Approved Budget, the Permitted Variance, the Variance Report and related information required to be delivered by the Borrowers may be prepared on a cash basis.

(b) Changes in GAAP. If at any time any change in GAAP after the date hereof would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrowers or the Lenders shall so request, then the Administrative Agent, the Lenders and the Borrowers shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrowers shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

**SECTION 1.04** Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

## **ARTICLE II THE LOANS**

**SECTION 2.01** Loans. Subject to the terms and conditions set forth herein, each Lender severally and not jointly agrees to make loans (each such loan, a “Loan”) to the Borrowers from time to time, on any Business Day prior to the Termination Date, in an aggregate amount not to exceed at any time the amount of such Lender’s Commitment. Upon the making by each Lender of a Loan hereunder, the Commitment of such Lender shall be permanently reduced by the aggregate principal amount of the Loan so made. Amounts of Loans repaid or prepaid may not be reborrowed. The Borrowers shall be jointly and severally liable in respect of all amounts owing in respect of the Loans.

**SECTION 2.02** Borrowings.

(a) Each Borrowing shall be made upon the applicable Borrower’s irrevocable written notice to the Administrative Agent; provided that any such notice must be consistent with the Approved Budget and in any event no more frequently than once every seven calendar days. Each such notice must be received by the Administrative Agent not later than 11:00 a.m. three (3) Business Days before the requested date of any Borrowing. Each notice by such Borrower pursuant to this Section 2.02(a) must be accomplished by delivery to the Administrative Agent of a written Loan Notice, appropriately completed and signed by a Responsible Officer of such Borrower. Each Borrowing shall be in a principal amount of \$100,000 or a whole multiple of \$50,000 in excess thereof (in each case, so long as such amount is not greater than contemplated by the Approved Budget). Each Loan Notice shall specify the requested date of the Borrowing (which shall be a Business Day) and the principal amount of Loans to be borrowed. Notwithstanding anything to the contrary in this Agreement, no Borrowing shall be greater than the amount of total cash disbursements set forth in the Approved Budget through the end of the period set forth in a Loan Notice delivered pursuant to Section 4.02(c), except to the extent necessary to comply with the borrowing minimums and multiples provided for above in this Section 2.02.

(b) Following receipt of a Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Loans.

Each Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 3:00 p.m. on the Business Day specified in the applicable Loan Notice. The Administrative Agent shall make all funds so received available to such Borrower in like funds as received by the Administrative Agent by wire transfer of such funds to the account of the Borrower identified in the Loan Notice. On the date of each Borrowing, each Lender that does not fund its Applicable Percentage of any Borrowing due to an asserted failure of any condition precedent to such Borrowing set forth in Section 4.02 to be satisfied shall give written notice to the Administrative Agent and such Borrower of such non-funding, which notice shall identify, with reasonable specificity, the condition precedent to such Borrowing which has not been satisfied on such date.

**SECTION 2.03**      Prepayments.

(a)      [Reserved.]

(b)      Mandatory.

(i)      Subject to the priority of Liens and application of funds set forth in the Financing Order with respect to the Collateral (or any other asset of any Loan Party or their Subsidiaries that is purported to be Collateral pursuant to the Financing Orders) that is sold or otherwise disposed of pursuant to any Asset Sale, the Borrowers will apply all Net Cash Proceeds received in an Asset Sale to the prepayment of Loans within three (3) Business Days following receipt of such Net Cash Proceeds.

(ii)      Subject to the priority of Liens and application of funds set forth in the Financing Orders, the Borrowers will apply 100% of the Net Cash Proceeds received after the Closing Date from the incurrence, issuance or sale by any Borrower or any Subsidiary of any Indebtedness that is not Indebtedness permitted under Section 7.02 to the prepayment of the Loans, on or prior to the date that is three (3) Business Days after the receipt of such Net Cash Proceeds.

(iii)      All prepayments hereunder will be applied on a pro rata basis to the then outstanding Loans and shall be made on a Business Day. The Borrowers shall notify the Administrative Agent of any prepayment under Section 2.03(b) not later than 11:00 a.m. at least three (3) Business Days before the date of such prepayment in writing. Each notice shall specify the prepayment date and the principal amount of each prepayment and a reasonably detailed calculation of the amount of such prepayment.

(iv)      Notwithstanding anything in this Section 2.03(b) to the contrary, the Administrative Agent (acting at the direction of the Required Lenders delivered to the Administrative Agent by 11:00 a.m. at least two (2) Business Days prior to the required prepayment date) may elect to decline all or any portion of any mandatory prepayment of its Loans pursuant to this Section 2.03(b).

**SECTION 2.04**      Termination or Reduction of the Commitments.

(a)      Optional. The Borrowers may, upon notice to the Administrative Agent, terminate the Commitments, or from time to time permanently reduce the Commitments without premium or penalty; provided that (i) any such notice shall be received by the Administrative

Agent not later than 11:00 a.m. five (5) Business Days prior to the date of termination or reduction and (ii) any such partial reduction shall be in an aggregate amount of \$1,000,000 or any whole multiple of \$1,000,000 in excess thereof.

(b) Application of Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the Lenders of any termination or reduction of the Total Commitments under this Section 2.04. Upon any reduction of the Total Commitments, the Commitment of each Lender shall be reduced by such Lender's Applicable Percentage of such reduction amount. All fees in respect of the Facility accrued until the effective date of any termination of the Facility shall be paid on the effective date of such termination.

## **SECTION 2.05**      Repayment of Loans.

(a) Subject to Section 2.05(b), the Borrowers jointly and severally agree to repay on the Termination Date the aggregate principal amount of all Loans and all other Obligations owing to the Secured Parties outstanding on such date.

(b) So long as the RSA is in full force and effect, upon substantial consummation of the Chapter 11 Plan, subject to the satisfaction, or waiver, of the conditions set forth in each of such Chapter 11 Plan and the Exit Term Loan Credit Agreement and otherwise substantially in accordance with the terms and conditions set forth in the Exit Term Loan Credit Agreement, and notwithstanding anything to the contrary herein or in any of the other Loan Documents, the Lenders and the Loan Parties acknowledge and agree that the Loans and other Obligations hereunder and under the other Loan Documents shall be continued and/or converted into an exit term loan facility financing (the "**Exit Conversion**") as contemplated by the RSA and such Chapter 11 Plan, subject to approval of the Exit Term Loan Credit Agreement by the Bankruptcy Court, in an amount equal to the outstanding amounts under this Agreement. Subject to the satisfaction or waiver by the Required Lenders of the conditions contained in the Exit Term Loan Credit Agreement, each Lender, severally and not jointly, hereby agrees to continue and/or convert (without any further action on the part of such Lender) its Loans hereunder outstanding on the substantial consummation of the Chapter 11 Plan as loans and obligations (the "**Exit Term Loan Facility**") under, and subject entirely and exclusively to the terms and provisions of, the Chapter 11 Plan, the RSA and the definitive documentation to be agreed by the Borrowers and the Required Lenders (including a credit agreement governing the continuation and conversion of the Loans (the "**Exit Term Loan Credit Agreement**")) and related documentation to the extent that such documentation is substantially consistent with the RSA and Chapter 11 Plan and otherwise in form and substance reasonably satisfactory to the Required Lenders and the Borrowers and, with respect to operational and agency provisions and insofar as such terms affect the Administrative Agent or the administrative agent under the Exit Term Loan Credit Agreement (the "**Exit Agent**"), in their respective capacities as such, the Exit Agent and/or the Administrative Agent.

## **SECTION 2.06**      Interest.

(a) Subject to the provisions of Section 2.06(b), each Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Interest Rate.

(b) Upon the occurrence and during the continuance of any Event of Default resulting from the failure to pay any amount of principal of any Loan when due, automatically, and upon the occurrence and during the continuance of any other Event of Default, at the request of the Administrative Agent or any Lender, the Borrowers shall pay interest on the principal amount of all outstanding Obligations hereunder at an interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein and shall be payable in kind by automatically capitalizing and adding such interest to (and constituting part of) the then-outstanding principal amount of the Loans on the applicable Interest Payment Date for all purposes of this Agreement and the other Loan Documents, and such capitalized amounts shall bear interest in accordance with this Agreement; provided that in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid will be payable on the date of such repayment or prepayment. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

#### **SECTION 2.07**      Fees.

(a) Participation Fee. The Borrowers agree jointly and severally to pay to each Lender its pro rata share of a participation fee (the "Participation Fee") in an amount equal to 19.6875% of the newly-issued common stock of the reorganized GO-Inc. pursuant to the Chapter 11 Plan. The Participation Fee shall be fully earned by the Lenders upon entry of the Final Order and payable upon the effective date of the Chapter 11 Plan.

(b) [Reserved.]

(c) Agent Fee. The Borrowers agree jointly and severally to pay to the Administrative Agent for its own account the fees payable in the amounts and at the times agreed pursuant to the Administrative Agent Fee Letter or otherwise in writing between the Borrower and the Administrative Agent.

**SECTION 2.08**      Computation of Interest and Fees. All computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.10(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

**SECTION 2.09**      Evidence of Debt. The Loans made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Loans made by the Lenders to the Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the

obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrowers shall execute and deliver to such Lender a Note, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, amount and maturity of its Loans and payments with respect thereto.

**SECTION 2.10**      Payments Generally; Administrative Agent's Clawback.

(a)      General. All payments to be made by the Loan Parties shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Loan Parties hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Loan Parties shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected on computing interest or fees, as the case may be.

(b)      (i)      Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to 12:00 noon on the date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available in accordance with and at the time required by Section 2.02 and may, in reliance upon such assumption, make available to the Borrowers a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrowers severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrowers to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Loans comprising such Borrowing. If the Borrowers and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrowers the amount of such interest paid by the Borrowers for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrowers shall be without

prejudice to any claim the Borrowers may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrowers; Presumptions by Administrative Agent.

Unless the Administrative Agent shall have received notice from the Borrowers prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or the Borrowers with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent.

If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrowers by the Administrative Agent because the conditions to the applicable Borrowing set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall promptly return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several.

The obligations of the Lenders hereunder to make Loans and to make payments pursuant to Section 13.04(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment under Section 13.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 13.04(c).

(e) Funding Source.

Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) Insufficient Funds.

If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including attorneys' fees and professional fees payable under Section 13.04, but not including principal of or interest on any Loan) payable to the Administrative Agent in its capacity as such; (ii) second, toward payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than

principal and interest) payable to the Lenders; (iii) third, toward payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties; and (iv) fourth, toward payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

**SECTION 2.11**      Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of (a) Obligations due and payable to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations due and payable to such Lender at such time to (ii) the aggregate amount of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time obtained by all the Lenders at such time or (b) Obligations owing (but not due and payable) to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations owing (but not due and payable) to such Lender at such time to (ii) the aggregate amount of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time) of payment on account of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time obtained by all of the Lenders at such time, then the Lender receiving such greater proportion shall (x) notify the Administrative Agent of such fact, and (y) purchase (for cash at face value) participations in the Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of Obligations then due and payable to the Lenders or owing (but not due and payable) to the Lenders, as the case may be, provided that:

(i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section shall not be construed to apply to (A) any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement or (B) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Borrowers.

Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation.

**SECTION 2.12**      Super-Priority Nature of Obligations.

(a) The priority of the Administrative Agent's Liens on the Collateral owned by the Loan Parties shall be set forth in the Financing Order.

(b) All Obligations shall constitute administrative expenses of the Loan Parties in the Chapter 11 Cases, with administrative priority and senior secured status under Sections 364(c) and 364(d) of the Bankruptcy Code (all as more fully set forth in the Financing Order).

(c) Upon entry of the Final Order, the Administrative Agent, the Lenders, the Prepetition Bond Trustee and the Prepetition Bondholders shall be entitled to all of the rights and benefits of Section 552(b) of the Bankruptcy Code and no expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, may be charged against proceeds, product, offspring or profits from any of the collateral under Section 506(c) of the Bankruptcy Code.

**SECTION 2.13** Payment of Obligations. Subject to Section 2.05(b), on the Termination Date, the Secured Parties shall be entitled to immediate payment of all outstanding Obligations without further application to or order of the Bankruptcy Court.

**SECTION 2.14** No Discharge; Survival of Claims. Each Loan Party agrees that (i) the Obligations shall not be discharged by the entry of an order confirming a plan of reorganization in any Chapter 11 Case (and each Loan Party, pursuant to Section 1141(d)(4) of the Bankruptcy Code, hereby waives any such discharge) and (ii) the super-priority administrative claim granted pursuant to the Financing Order and described in Section 2.12 and the Liens granted to the Administrative Agent pursuant to the Financing Order and described in Section 2.12 shall not be affected in any manner by the entry of an order confirming a plan of reorganization in any Chapter 11 Case.

**SECTION 2.15** Waiver of Priming Rights. Upon the Closing Date, and on behalf of itself and its estate, and for so long as any Obligations shall be outstanding, each Loan Party hereby irrevocably waives any right, pursuant to Sections 364(c) and 364(d) of the Bankruptcy Code or otherwise, to grant any Lien of equal or greater priority than the Liens securing the Obligations, or to approve a claim of equal or greater priority than the Obligations, other than as set forth in the Financing Orders.

**SECTION 2.16** Security Interest. To the extent set forth in the Financing Order, each Loan Party hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Collateral, whether now owned or hereafter acquired. Each Loan Party hereby agrees to do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such acts, deeds, certificates and other instruments as the Administrative Agent (acting at the direction of the Required Lenders) may request in order to evidence and perfect such security interest, and authorizes the Administrative Agent (acting at the direction of the Required Lenders) to file all UCC financing statements from time to time requested by the Administrative Agent (acting at the direction of the Required Lenders) with respect to the Collateral, and such financing statements may indicate the Collateral as all assets of the applicable Loan Party or words of similar effect.

**ARTICLE III**  
**TAXES, YIELD PROTECTION AND ILLEGALITY**

**SECTION 3.01**      Taxes.

(a)      Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.

(i)      Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall to the extent permitted by applicable Laws be made free and clear of and without reduction or withholding for any Taxes. If, however, applicable Laws require any Loan Party or the Administrative Agent to withhold or deduct any Tax, such Tax shall be withheld or deducted in accordance with such Laws as determined by such Loan Party or the Administrative Agent, as the case may be, upon the basis of the information and documentation to be delivered pursuant to subsection (e) below.

(ii)      If any Loan Party or the Administrative Agent shall be required by the Code to withhold or deduct any Taxes, including both United States Federal backup withholding and withholding taxes, from any payment, then (A) such Loan Party or the Administrative Agent, as applicable, shall withhold or make such deductions as required based upon applicable Laws and the information and documentation it has received pursuant to subsection (e) below, (B) such Loan Party or the Administrative Agent, as applicable, shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with the Code, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes or Other Taxes, the sum payable by such Loan Party shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent or Lender receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b)      Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c)      Tax Indemnifications.

(i)      Without limiting the provisions of subsection (a) or (b) above, the Loan Parties shall, and do hereby, jointly and severally, indemnify the Administrative Agent and each Lender, and shall make payment in respect thereof within ten (10) Business Days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) withheld or deducted by any Loan Party or the Administrative Agent or paid by the Administrative Agent or such Lender and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The Loan Parties shall also, and do hereby, jointly and severally, indemnify the Administrative Agent, and shall make payment in respect thereof within ten (10) days after demand therefor, for any amount that

a Lender for any reason fails to pay indefeasibly to the Administrative Agent as required by clause (ii) of this subsection. A certificate setting forth in reasonable detail the nature and amount of any such payment or liability delivered to any Loan Party by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(ii) Without limiting the provisions of subsection (a) or (b) above, each Lender shall, and does hereby, indemnify each Loan Party and the Administrative Agent, and shall make payment in respect thereof within ten (10) days after demand therefor, against any and all Taxes and any and all related losses, claims, liabilities, penalties, interest and expenses (including the fees, charges and disbursements of any counsel for such Loan Party or the Administrative Agent) incurred by or asserted against any Loan Party or the Administrative Agent by any Governmental Authority as a result of the failure by such Lender to deliver, or as a result of the inaccuracy, inadequacy or deficiency of, any documentation required to be delivered by such Lender to any Loan Party or the Administrative Agent pursuant to subsection (e). Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this clause (ii). The agreements in this clause (ii) shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Total Commitments and the repayment, satisfaction or discharge of all other Obligations.

(d) Evidence of Payments. Upon request by any Loan Party or the Administrative Agent, as the case may be, after any payment of Taxes by any Loan Party or the Administrative Agent to a Governmental Authority as provided in this Section 3.01, such Loan Party shall deliver to the Administrative Agent or the Administrative Agent shall deliver to such Loan Party, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to such Loan Party or the Administrative Agent, as the case may be.

(e) Status of Lenders; Tax Documentation.

(i) Each Lender shall deliver to the Borrowers and to the Administrative Agent, at the time or times prescribed by applicable Laws or when reasonably requested by the Borrowers or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Laws or by the taxing authorities of any jurisdiction and such other reasonably requested information as will permit the Borrowers or the Administrative Agent, as the case may be, to determine (A) whether or not payments made hereunder or under any other Loan Document are subject to Taxes, (B) if applicable, the required rate of withholding or deduction, and (C) such Lender's entitlement to any available exemption from, or reduction of, applicable Taxes in respect of all payments to be made to such Lender by the Borrowers pursuant to this Agreement or otherwise to establish such Lender's status for withholding Tax purposes in the applicable jurisdiction.

(ii) Without limiting the generality of the foregoing, if any Borrower is resident for tax purposes in the United States,

(A) any Lender that is a “United States person” within the meaning of Section 7701(a)(30) of the Code shall deliver to the Borrowers and the Administrative Agent properly completed and duly executed originals of Internal Revenue Service Form W-9 or such other documentation or information prescribed by applicable Laws or reasonably requested by the Borrowers or the Administrative Agent as will enable the Borrowers or the Administrative Agent, as the case may be, to determine whether or not such Lender is subject to backup withholding or information reporting requirements; and

(B) each Foreign Lender that is entitled under the Code or any applicable treaty to an exemption from or reduction of withholding Tax (including backup withholding) with respect to payments hereunder or under any other Loan Document shall deliver to the Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter as required under applicable Law or upon the request of the Borrowers or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(1) properly completed and duly executed originals of Internal Revenue Service Form W-8BEN or Form W-8BEN-E, as applicable, claiming, if applicable, eligibility for benefits of an income tax treaty to which the United States is a party,

(2) properly completed and duly executed originals of Internal Revenue Service Form W-8ECI,

(3) properly completed and duly executed originals of Internal Revenue Service Form W-8IMY and all required supporting documentation,

(4) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (x) a certificate to the effect that such Foreign Lender is not (A) a “bank” within the meaning of section 881(c)(3)(A) of the Code, (B) a “10 percent shareholder” of any Borrower within the meaning of section 881(c)(3)(B) of the Code, or (C) a “controlled foreign corporation” described in section 881(c)(3)(C) of the Code and (y) properly completed and duly executed originals of Internal Revenue Service Form W-8BEN or Form W-8BEN-E, as applicable, or

(5) executed originals of any other form prescribed by applicable Laws as a basis for claiming exemption from or a reduction in United States Federal withholding tax together with such supplementary documentation as may be prescribed by applicable Laws, or any other form or documentation that is generally provided to similarly-situated borrowers as may be reasonably requested by the Borrowers or the Administrative Agent, to permit the Borrowers or the Administrative Agent to determine the withholding or deduction required to be made.

(iii) Each Lender shall promptly (A) notify the Borrowers and the Administrative Agent of any change in circumstances that would modify or render invalid any claimed exemption or reduction, and (B) take such steps as shall not be materially disadvantageous to it, in the reasonable judgment of such Lender, and as may be reasonably necessary (including

the re-designation of its Lending Office in accordance with and subject to the conditions set forth in Section 3.06) to avoid any requirement of applicable Laws of any jurisdiction that the Borrowers or the Administrative Agent make any withholding or deduction for Taxes from amounts payable to such Lender.

(iv) If a payment made to a Foreign Lender hereunder or under any other Loan Document would be subject to withholding Tax imposed by FATCA if such Foreign Lender were to fail to comply with the applicable requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable, or in any agreement or request entered into or issued pursuant to such Sections), such Foreign Lender shall deliver to the Borrowers and the Administrative Agent, at the time or times prescribed by Law and at such time or times reasonably requested by the Borrowers or the Administrative Agent, such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrowers or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA, to determine that such Foreign Lender has complied with such Foreign Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment.

(f) Treatment of Certain Refunds. Unless required by applicable Laws, at no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of a Lender, or have any obligation to pay to any Lender, any refund of Taxes withheld or deducted from funds paid for the account of such Lender. If the Administrative Agent or any Lender determines, in its good faith judgment, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Loan Parties or with respect to which the Loan Parties have paid additional amounts pursuant to this Section, it shall pay to the Loan Parties an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses incurred by the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Loan Parties, upon the request of the Administrative Agent or such Lender, agree to repay the amount paid over to the Loan Parties (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its Taxes that it deems confidential) to the Loan Parties or any other Person.

**SECTION 3.02**      [Reserved.]

**SECTION 3.03**      [Reserved.]

**SECTION 3.04**      Increased Costs.

(a)      Increased Costs Generally. If any Change in Law shall:

(i)      impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender; or

(ii)      impose on any Lender any other condition, cost or expense affecting this Agreement;

and the result of any of the foregoing shall be to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Borrowers will pay to such Lender such additional amount or amounts (without duplication) as will compensate such Lender for such additional costs incurred or reduction suffered.

(b)      Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, such Lender, to a level below that which such Lender or such Lender's holding company would have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrowers will pay to such Lender such additional amount or amounts (without duplication) as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c)      Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, and the basis for such request as specified in subsection (a) or (b) of this Section and delivered to the Borrowers shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within ten (10) Business Days after receipt thereof.

(d)      Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrowers shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Lender notifies the Borrowers of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

**SECTION 3.05**      [Reserved.]

**SECTION 3.06**      Mitigation Obligations; Replacement of Lenders.

(a)      Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby jointly and severally agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b)      Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, the Borrowers may replace such Lender in accordance with Section 13.13.

**SECTION 3.07**      Survival. All of the Borrowers' obligations under this Article III are joint and several and shall survive termination of the Total Commitments, repayment of all other Obligations hereunder, and resignation of the Administrative Agent.

**ARTICLE IV**  
**CONDITIONS PRECEDENT**

**SECTION 4.01**      Conditions Precedent to Closing Date. The Closing Date hereunder shall have occurred upon the satisfaction in full (or waiver by each of the Lenders) of the following conditions precedent (it being understood that the Loan Parties shall not be required to satisfy on the Closing Date any of the conditions that have been satisfied prior to the Closing Date or the condition set forth in Section 4.01(f), which shall be satisfied in connection with the first Borrowing hereunder):

(a)      Loan Documents. The Administrative Agent and Lenders' receipt of the following, each properly executed by a Responsible Officer of each Loan Party, as applicable, each dated the Closing Date (unless otherwise specified), and each in form and substance satisfactory to the Administrative Agent and Lenders:

(i)      executed counterparts of this Agreement, sufficient in number for distribution to the Administrative Agent, each Lender and the Loan Parties;

(ii)     a Note executed by the Borrowers in favor of each Lender requesting a Note; and

(b)      Corporate Documents & Other Deliverables.

(i)      The Administrative Agent and Lenders' receipt of the following with respect to each Loan Party, each properly executed by a Responsible Officer of each Loan

Party, as applicable, each dated the Closing Date (unless otherwise specified), and each in form and substance satisfactory to the Administrative Agent and Lenders:

(A) a copy of the certificate of formation (or equivalent document), certified as of a recent date by the Secretary of State or other relevant office of such Person's jurisdiction of formation or organization, which certificate lists (if such type of list is generally available in the applicable jurisdiction) the charter documents on file in the office of such Secretary of State;

(B) a certificate of the Secretary of State of such jurisdiction of formation or organization, dated as of a recent date, as to the good standing of, and, if generally available in the applicable jurisdiction, the payment of Taxes by, each such Person; and

(C) a certificate of the Secretary, Assistant Secretary or other appropriate officer (or member or manager, as the case may be, in the case of limited liability companies) acceptable to the Administrative Agent and Lenders, of each such Person, dated as of the date hereof and certifying: (I) that attached thereto is a true and complete copy of the limited liability company agreement or equivalent document of such Person as in effect on the date of such certification; (II) that attached thereto is a true and complete copy of the resolutions adopted by the board of directors (or equivalent body) or the members (or other holders of Equity Interests) of such Person authorizing the execution, delivery and performance in accordance with their respective terms of the Loan Documents executed by such Person, and any other documents required or contemplated hereunder or thereunder, the grant of the security interests in the Collateral (if applicable), and in the case of each Borrower, the Borrowings hereunder, and that such resolutions have not been amended, rescinded or supplemented and are currently in effect; and (III) that the certificate of formation (or equivalent document) of such Person has not been amended since the date of the last amendment thereto indicated on the certificates of the Secretary of State or other appropriate office furnished pursuant to subsection (A) above; and

(D) a certificate signed by a Responsible Officer of each Borrower certifying that the conditions specified in Sections 4.01(g) and 4.02 have been satisfied; and

(ii) The Administrative Agent's and Lenders' receipt of a certificate of a Responsible Officer as to the incumbency and specimen signature of each officer (or member or manager, as the case may be) of each Loan Party executing any Loan Document or such other documents required or contemplated hereunder or thereunder.

(c) Budget. The Lenders shall have received a cash forecast for the 13-week period commencing on the Petition Date setting forth projected cash flows and disbursements, in form, scope and substance acceptable to the Lenders and attached hereto as Schedule 4.01 (the "Initial Approved Budget").

(d) Interim Order. The Interim Order (i) shall have been entered and shall be in full force and effect no later than four Business Days after the Petition Date (or such later date as the Administrative Agent and the Lenders may agree) and (ii) shall not have been amended, supplemented, appealed, altered, stayed, vacated, rescinded or otherwise modified.

(e) First Day Orders. The Administrative Agent and Lenders shall have received satisfactory evidence of the entry of all “first day” orders, which shall be satisfactory in form and substance to the Administrative Agent and Lenders, and which “first day” orders shall have been entered upon an application or motion of the Loan Parties satisfactory in form and substance to the Administrative Agent and the Lenders and upon prior notice to such parties required to receive such notice.

(f) Fees and Expenses. Subject to any court-imposed review period, the payment in full, in cash of the professional fees, costs and expenses of the Administrative Agent, the Prepetition Bond Trustee, the Lenders and the Prepetition Bondholders, provided, however, that any such fees and expenses paid in accordance with this Section 4.01(f) shall be paid with the proceeds of the Loans.

(g) Material Changes. Since the Petition Date: (a) other than those customarily resulting from the commencement of the Chapter 11 Cases, there shall have been no material adverse change, individually or in the aggregate, in the business, prospects, operations, property, assets, or condition, financial or otherwise, of the Loan Parties, taken as a whole, or any Borrower, or the Collateral, (b) there shall have been no material increase in the liabilities, liquidated or contingent, of the Loan Parties, taken as a whole, or any Borrower which could be expected to have a material impact on the Liens hereunder or the Liens securing any of the Prepetition Obligations, or material decrease in the assets of the Loan Parties, and (c) other than those resulting from the commencement of the Chapter 11 Cases, there shall have been no adverse change in the ability of the Administrative Agent and the Lenders to enforce the Loan Documents and the Obligations of the Loan Parties thereunder.

(h) Petition Date. The Petition Date shall have occurred.

(i) RSA. The RSA shall be in full force and effect and no default by any of the Loan Parties shall have occurred and be continuing under the RSA.

For purposes of determining compliance with the conditions specified in this Section 4.01 (and irrespective of whether any Lender has signed this Agreement), each Lender shall be deemed to have received, consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be received, consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from the Required Lenders prior to the proposed Closing Date specifying their objection thereto.

**SECTION 4.02** Conditions to all Borrowings. The obligation of each Lender to honor any Loan Notice is subject to the following conditions precedent:

(a) the representations and warranties (as updated from time to time by amendment of the Schedules attached to this Agreement or such other Loan Document as permitted hereby or thereby) of the Loan Parties contained in Article V and contained in any other Loan Document shall be true and correct in all material respects on and as of the date of such Borrowing, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, and except that for purposes of this Section 4.02, the representations and warranties contained

in Sections 5.05(a) shall be deemed to refer to the most recent statements furnished pursuant to Section 6.01;

(b) no Default shall exist or would result from such proposed Borrowing or from the application of the proceeds thereof;

(c) the Administrative Agent shall have received a Loan Notice in accordance with the requirements hereof, which shall be signed by a Responsible Officer of such Borrower certifying that the amount of such Borrowing and the intended use of the funds to be so borrowed are consistent with the Approved Budget and that such funds shall be so used within a designated time period; and

(d) (i) if (A) such Borrowing is to be made on or after the date 45 days after the Petition Date or (B) the amount of such Borrowing, together with the outstanding principal amount of the Loans, shall exceed the Interim Advance, the Bankruptcy Court shall have entered the Final Order on or prior to such date and (ii) the Interim Order or the Final Order, as the case may be, shall not have been amended, supplemented, appealed, altered, stayed, vacated, rescinded or otherwise modified without the consent of the Lenders.

Each Loan Notice submitted by the Borrowers shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the applicable Borrowing.

## **ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE LOAN PARTIES**

In order to induce the Administrative Agent and the Lenders to enter into this Agreement and make the Loans provided for herein, as applicable, each Loan Party makes the following representations and warranties to the Administrative Agent and the Lenders, all of which shall survive the execution and delivery of this Agreement, the issuance of the Notes, and the making of Borrowings pursuant to Section 2.01.

**SECTION 5.01** Existence, Qualification and Power. Such Loan Party (a) is duly organized or formed, validly existing and, as applicable, in good standing under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party and consummate the transactions contemplated thereby, and (c) is duly qualified and is licensed and, as applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license, except, with respect to this clause (c), to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect.

**SECTION 5.02** Authority; No Contravention. Subject to the entry of the Financing Orders, the execution, delivery and performance by such Loan Party of each Loan Document to which it is or is to be a party have been duly authorized by all necessary limited liability company action, and do not and will not: (a) contravene the terms of any of the applicable Organizational Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than Liens created under any such Loan Document or the Financing Orders and

Liens permitted under Section 7.01), or require any payment to be made under, (i) any Contractual Obligation to which such Loan Party is a party or affecting such Loan Party or its properties, in each case, the effect of which has not been stayed by the automatic stay or the Bankruptcy Court, and other than where any such conflict, breach or contravention would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, or (ii) in any material respect, any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Loan Party or its property is subject, the effect of which has not been stayed by the automatic stay or the Bankruptcy Court; or (c) violate any Law.

**SECTION 5.03** Governmental Authorization; Other Consents. Subject to the entry of the Financing Orders, no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with (a) the execution, delivery or performance by, or enforcement against, such Loan Party of this Agreement or any other Loan Document, or for the consummation of the transactions contemplated thereby, (b) the grant by such Loan Party of the Liens granted by it pursuant to the Loan Documents or the Financing Orders, (c) the perfection or maintenance of the Liens created under the Loan Documents or the Financing Orders or the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral thereunder.

**SECTION 5.04** Binding Effect. Subject to the entry of the Financing Orders, this Agreement has been, and each other Loan Document to which such Loan Party is a party, when delivered hereunder, will have been, duly executed and delivered by such Loan Party. Subject to the entry of the Financing Orders, this Agreement constitutes, and each such other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its terms, subject, as to the enforcement of remedies, to applicable Debtor Relief Laws and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**SECTION 5.05** Financial Statements.

(a) The most recent unaudited financial statements furnished pursuant to Section 6.01 (i) have been or will have been prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present or will fairly present in all material respects the financial condition of Holdings, Borrowers, the Loan Parties, and their respective Consolidated Subsidiaries as of the date thereof and their results of operations for the period covered thereby, subject, in the case of clauses (i) and (ii), to the absence of footnotes and to normal year-end audit adjustments.

(b) Since the Petition Date, there has been no event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a Material Adverse Effect other than those which customarily occur as a result of events and circumstances leading up to, including and following the commencement of the Chapter 11 Cases.

(c) The consolidated forecasted balance sheets, statements of income and cash flows delivered pursuant to Section 4.01 were prepared in good faith on the basis of the assumptions believed to be reasonable at the time made, it being understood by the Administrative

Agent and the Lenders that such financial information as it relates to future events is not to be viewed as fact, no assurance is given that the results forecasted in such financial information will be achieved, and actual results during the period or periods covered by any such financial information are subject to significant uncertainties and contingencies and may materially differ from the projected results set forth therein.

**SECTION 5.06** Litigation. Other than the Chapter 11 Cases or as otherwise set forth on Schedule 5.06 hereto, there are no actions, suits, proceedings, claims or disputes pending (i.e., validly served) or, to the knowledge of such Loan Party, threatened in writing, at law, in equity, in arbitration or before any Governmental Authority, by or against such Loan Party or against any of its properties or revenues (a) of which this Agreement is subject, (b) that purport to materially adversely affect any other Loan Document or the consummation of the transactions contemplated thereby, or (c) either individually or in the aggregate, if determined adversely, would reasonably be expected to have a Material Adverse Effect.

**SECTION 5.07** No Default. Such Loan Party is not in default (other than a default resulting from the Chapter 11 Cases) under or with respect to, or a party to, any Contractual Obligation that would, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, except with respect to which enforcement of remedies is stayed by means of the Chapter 11 Cases.

**SECTION 5.08** Ownership of Property. Such Loan Party has good title to each of the properties and assets included in the Collateral, and all such properties and assets are free and clear of Liens except Permitted Encumbrances.

**SECTION 5.09** Environmental Compliance. Such Loan Party complies with all applicable Environmental Laws, except where the failure to comply therewith would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and there are no third-party litigation claims or governmental enforcement actions actually filed or threatened in writing alleging potential liability or responsibility for violation of any Environmental Law regarding its business, operations and properties that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

**SECTION 5.10** Insurance. The properties of such Loan Party are insured with financially sound and reputable insurance companies that are not Affiliates of the Loan Parties, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where such Loan Party operates.

**SECTION 5.11** Taxes. Such Loan Party has filed all material Federal, state and other tax returns and reports required to be filed by it, and has paid all material Federal, state and other taxes, assessments, fees and other governmental charges levied or imposed upon it or its properties, income or assets otherwise due and payable, except those that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP. To the knowledge of such Loan Party, there is no proposed tax assessment against such Loan Party that would, if made, have a Material Adverse Effect. Such Loan Party is not party to any tax sharing agreement

**SECTION 5.12** ERISA Compliance.

(a) (i) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other Federal or state Laws; and (ii) each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the best knowledge of such Loan Party, nothing has occurred that would prevent, or cause the loss of, such qualification.

(b) There are no pending or, to the best knowledge of such Loan Party, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that would reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or would reasonably be expected to result in a Material Adverse Effect.

**SECTION 5.13** Subsidiaries. Schedule 5.13 hereto identifies each Subsidiary of such Loan Party, noting the jurisdiction of its incorporation or organization, as the case may be, the percentage of issued and outstanding shares of each class of its capital stock or other equity interests owned by such Loan Party and, if such percentage is not 100% (excluding directors' qualifying shares as required by law), a description of each class issued and outstanding. All of the outstanding shares of capital stock and other equity interests of each Subsidiary are validly issued and outstanding and fully paid and nonassessable and all such shares and other equity interests indicated on Schedule 5.13 as owned by such Loan Party are owned, beneficially and of record, by such Loan Party free and clear of all Liens, other than Permitted Encumbrances. There are no outstanding commitments or other obligations of such Loan Party to issue, and no options, warrants or other rights of any Person to acquire, any shares of any class of capital stock or other equity interests of such Loan Party.

**SECTION 5.14** Margin Regulations; Investment Company Act.

(a) Such Loan Party is not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock. No part of the proceeds of any Borrowing will be used, directly or indirectly, whether immediately, incidentally or ultimately (i) to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock or (ii) for any other purpose, in each case violative of or inconsistent with any of the provisions of any regulation of the Board, including Regulations T, U and X thereto.

(b) None of such Loan Party or any Person controlling such Loan Party is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

**SECTION 5.15** Disclosure. Such Loan Party has disclosed to the Administrative Agent and the Lenders all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect. No written report, financial statement, certificate or other information furnished in writing by or on behalf of a Loan Party to the

Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case as modified or supplemented by other information so furnished) contained, when taken as a whole and as of the date such written report, financial statement, certificate or other information was furnished, any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (considered in the context of all other information provided to the Lenders); provided that, with respect to projected financial information, such Loan Party represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time made, it being understood by the Administrative Agent and the Lenders that such financial information as it relates to future events is not to be viewed as fact, no assurance is given that the results forecasted in such financial information will be achieved, and actual results during the period or periods covered by any such financial information are subject to significant uncertainties and contingencies and may materially differ from the projected results set forth therein.

**SECTION 5.16**      Compliance with Laws. Such Loan Party is in compliance in all respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and such contest would not reasonably be expected to have a Material Adverse Effect or (b) the failure to comply therewith, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

**SECTION 5.17**      Copyrights, Trademarks and Other Rights.

(a) To the best of such Loan Party's knowledge, (A) all Collateral and United States copyrights and all component parts thereof do not and will not violate or infringe upon any copyright, right of privacy, trademark, patent, trade name, performing right or any literary, dramatic, musical, artistic, personal, private, civil, contract, property or copyright right or any other right of any Person or contain any libelous or slanderous material and (B) a Loan Party owns or is licensed sufficient rights under copyright to each such United States copyright to permit the applicable Loan Party to perform its obligations thereunder.

(i) Except as disclosed on Schedule 5.06, there is no claim, suit, action or proceeding pending or, to the best of such Loan Party's knowledge, threatened against such Loan Party or any other Person that involves a claim of infringement of any copyright with respect to the Collateral, and such Loan Party has no knowledge of any existing infringement by any other Person of any copyright held by any Loan Party with respect to any United States copyright, that, in each case, either individually or in the aggregate would reasonably be expected to have a Material Adverse Effect.

(b) All applications and registrations for all copyrights, trademarks, service marks, trade names and service names in which such Loan Party has any right, title or interest are valid and in full force and effect (other than applications and registrations for trademarks, service marks, trade names and service names that in the aggregate are not material to the business of such Loan Party) and are not and will not be subject to the payment of any taxes or maintenance fees or the taking of any other actions by such Loan Party to maintain their validity or effectiveness.

**SECTION 5.18** Hedge Agreements. Such Loan Party is not a party to any Hedge Agreement on the Closing Date.

**SECTION 5.19** Places of Business. The chief executive office of such Loan Party is, on the Closing Date, as set forth on Schedule 5.19 hereto. All of the places where such Loan Party keeps material records concerning the Collateral are also listed on Schedule 5.19 hereto.

**SECTION 5.20** Security Interest. This Agreement and the other Loan Documents, when executed and delivered, together with the Financing Orders, will create and grant to the Administrative Agent for the benefit of the Secured Parties, valid and perfected security interests in the Collateral.

**SECTION 5.21** Deposit or Other Accounts. Such Loan Party does not maintain any deposit or securities accounts other than those established and maintained in compliance with the requirements of Section 7.12.

**SECTION 5.22** Approved Budget. The Approved Budget reasonably presents, in all material respects, on a pro forma basis, the projected financial operations and disbursements of each Borrower and each Guarantor for the period specified therein and such projections in the view of management of such Loan Party, are reasonably achievable based upon reasonable assumptions and other information available to such Loan Party as of the first day of such period.

**SECTION 5.23** Prepetition Obligations; Defenses. As of the Petition Date, the aggregate outstanding principal balance of the Prepetition Obligations of the relevant Loan Parties, and the aggregate face amount of all outstanding loans and letter of credit reimbursement obligations constituting Prepetition Obligations of such Loan Parties, are approximately as set forth in Schedule 5.23 attached hereto, and such Loan Parties are truly and justly indebted (as an allowed secured claim) to the Prepetition Bond Trustee and the Prepetition Bondholders with respect to the Prepetition Obligations of such Loan Parties without setoff, defense or counterclaim.

**SECTION 5.24** Prepetition Financing Documents. The Loan Parties acknowledge and agree that (i) the Prepetition Financing Documents are valid, binding and enforceable, and (ii) the Prepetition Bond Trustee for the benefit of the Prepetition Bondholders has a valid, enforceable and fully perfected lien in all of the Prepetition Collateral, including Cash Collateral comprising Prepetition Collateral, and all proceeds thereof.

**SECTION 5.25** Chapter 11 Case Matters.

(a) The Chapter 11 Cases were commenced on the Petition Date in accordance with applicable law and proper notice thereof and the proper notice for the hearing for the approval of the Interim Order has been given and proper notice for the hearing for the approval of the Final Order will be given.

(b) After the entry of the Interim Order, and pursuant to and to the extent permitted in the Financing Orders, the Obligations will constitute allowed administrative expense claims in the Chapter 11 Cases having the priority set forth in the Financing Orders.

(c) After the entry of the Interim Order, the Obligations will be secured by a valid and perfected, binding, enforceable and unavoidable first priority priming Lien on all of the Collateral to the extent provided and as more fully set forth in the Financing Orders.

(d) The Interim Order (with respect to the period prior to entry of the Final Order) or the Final Order (with respect to the period on or after entry of the Final Order), as the case may be, is in full force and effect and has not been amended, supplemented, appealed, altered, stayed, vacated, rescinded or otherwise modified.

(e) Notwithstanding the provisions of Section 362 of the Bankruptcy Code, upon the maturity (whether by acceleration or otherwise) of any of the Obligations, the Administrative Agent and Lenders shall be entitled to immediate payment of such Obligations and to enforce the remedies provided for hereunder, without further application to or order by the Bankruptcy Court, as more fully set forth in the Financing Orders.

## **ARTICLE VI AFFIRMATIVE COVENANTS**

From the date hereof and for so long as the Commitments shall be in effect, any amount shall remain outstanding under any Note, or any other Obligation shall remain unpaid or unsatisfied, each Loan Party agrees that, unless the Lenders or Required Lenders, as required herein, shall otherwise consent in writing, it will, and will cause its Subsidiaries to:

**SECTION 6.01**      Financial Statements. Deliver to the Administrative Agent for further distribution to the Lenders:

(a) as soon as available, but in any event within 45 days after the end of each fiscal quarter of each fiscal year of Borrowers (commencing with the fiscal quarter ended March 31, 2025), a consolidated balance sheet of Borrowers and their respective Consolidated Subsidiaries as at the end of such fiscal quarter, and the related consolidated statements of income or operations, changes in shareholders' equity, and cash flows for such fiscal quarter and for the portion of Borrowers' fiscal year then ended, setting forth in each case in comparative form, as applicable, the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail, certified by a Responsible Officer of Borrowers as fairly presenting in all material respects the consolidated financial condition, results of operations, shareholders' equity and cash flows of Borrowers and their Consolidated Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes.

**SECTION 6.02**      Certificates; Other Information. Deliver to the Administrative Agent for further distribution to the Lenders:

(a) [reserved;]

(b) concurrently with the delivery of the financial statements referred to in Section 6.01, a duly completed Compliance Certificate;

(c) promptly after any request by the Administrative Agent or any Lender (through the Administrative Agent), copies of any detailed audit reports, management letters or recommendations submitted to the board of directors (or the audit committee of the board of directors) of Borrowers by independent accountants in connection with the accounts or books of Borrowers or any of their Subsidiaries, or any audit of any of them;

(d) promptly, and in any event within five (5) Business Days after receipt thereof by Borrowers or any of their Subsidiaries, copies of each notice or other correspondence received from the SEC, the United States Department of Justice or the Federal Trade Commission (or comparable state authority or agency in the U.S. or any applicable non-U.S. jurisdiction) concerning any investigation or possible investigation or other inquiry by such department or agency regarding financial or other operational results or activities of Borrowers or any of their Subsidiaries;

(e) promptly, such additional information (including access to each Loan Party's books, records, personnel and advisors) regarding the business, financial, legal or corporate affairs of the Loan Parties and their respective Subsidiaries or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender (through the Administrative Agent) may from time to time reasonably request;

(f) [reserved;]

(g) [reserved;]

(h) from time to time such information as may be necessary to keep current each of the applicable Schedules prepared by the Borrowers and attached to this Agreement (other than to the extent any such Schedules relate to representations given as of the Closing Date);

(i) promptly after the same become available, copies of all monthly operating reports, projections or other information respecting Loan Parties' business or financial condition as well as all pleadings, motions, applications and judicial information filed by or on behalf of the Loan Parties with the Bankruptcy Court or provided by or to the U.S. Trustee (or any monitor or interim receiver, if any, appointed in the Chapter 11 Cases) or the Committee, at the time such document is filed with the Bankruptcy Court, or provided by or to the U.S. Trustee (or any monitor or interim receiver, if any appointed in the Chapter 11 Cases) or the Committee, copies of which shall also be delivered to the Prepetition Bond Trustee;

(j) on or before 7:00 PM on Thursday of every calendar week (commencing with the Thursday falling during the second full calendar week after the Petition Date and until 30 days after the Petition Date) an update report or call regarding the Loan Parties' progress toward completing the Project and ramping up product lines, and on or before 7:00 PM on Thursday of every calendar week (commencing with the 31st day after the Petition Date) a written update report regarding the Loan Parties' progress toward completing the Project and ramping up product lines.

(k) on or before 7:00 PM on Thursday of every calendar week (commencing with the Thursday falling during the third full calendar week after the Petition Date), (i) a certificate which shall include such detail as is reasonably satisfactory to the Administrative Agent and the Lenders certifying that the Loan Parties are in compliance with the Approved Budget

(including, but subject to, the Permitted Variance) during the relevant Variance Testing Period, and (ii) a weekly line-by-line budget variance report, in form and scope reasonably acceptable to Administrative Agent and the Lenders, which report shall (A) compare actual cash receipts and disbursements of the Loan Parties with amounts provided for in the Approved Budget on a line-by-line basis for the preceding one-week period and the preceding four-week rolling period and (B) include an explanation of any material variances for each line item (the “Variance Report”), a copy of which shall also be delivered to the Prepetition Bond Trustee; and

(l) on or before 7:00 PM on Thursday of every calendar week (commencing with the Thursday falling during the third full calendar week after the Petition Date), a supplement to the then-operative Approved Budget setting forth all projected cash receipts and disbursements (by line item) of the Loan Parties and their Subsidiaries on a weekly basis for the one-week period commencing with the calendar week following the last calendar week included in such then-operative Approved Budget (such supplement, if approved by the Lenders, shall thereafter become part of the Approved Budget, and such Approved Budget, as supplemented by such supplement, shall replace the then-operative Approved Budget for all purposes); provided, that although the Loan Parties may submit budget supplements to the Administrative Agent, until the Lenders approve any such supplement, such supplement shall not become part of the Approved Budget and the Loan Parties shall continue to comply with the operative Approved Budget (subject to the Permitted Variance).

Documents required to be delivered pursuant to Section 6.01 or Section 6.02 (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which such documents are posted on the Loan Parties’ behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent, including, without limitation, the Platform); provided that the Loan Parties shall notify the Administrative Agent and each Lender (by facsimile or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. If for any reason out of the Loan Parties’ control (including, without limitation, malfunction of the Platform) an item posted by the Loan Parties on any website (including the Platform) is not accessible after the Loan Parties have notified the Administrative Agent and each Lender of such posting, the Loan Parties shall promptly upon request deliver the subject item to the Administrative Agent and the Lenders in paper copies, and the failure by the Loan Parties to timely deliver such item shall not constitute a breach by the Loan Parties hereunder. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Loan Parties with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Loan Parties hereby acknowledge that (a) the Administrative Agent may make available to the Lenders materials and/or information provided by or on behalf of the Loan Parties hereunder (collectively, “Borrower Materials”) by posting the Borrower Materials on DebtX, IntraLinks or another similar electronic system (the “Platform”) and (b) certain of the Lenders (each, a “Public Lender”) may have personnel who do not wish to receive material non-public information with respect to the Loan Parties or their Affiliates, or the respective securities of any

of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Loan Parties hereby agree that if any of the Lenders are Public Lenders, it shall identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that: (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC," which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Loan Parties shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Loan Parties or their securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 13.07); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (z) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information."

All certificates and other information and reports delivered pursuant to this Section 6.02 shall be in form and with sufficient detail as is acceptable to the Administrative Agent and each of the Lenders in their sole discretion.

**SECTION 6.03**      Notices. Promptly notify the Administrative Agent and each Lender:

- (a) of the occurrence of any Default;
- (b) of any matter, other than the Chapter 11 Cases, including (i) any breach or non-performance of, or any default under, a Contractual Obligation of any Loan Party, (ii) any dispute, litigation, investigation, arbitration, proceeding or suspension between any Loan Party and any Governmental Authority or (iii) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party, including pursuant to any applicable Environmental Laws, in each case that has resulted or would reasonably be expected to result in a Material Adverse Effect; and
- (c) of any material change in accounting policies or financial reporting practices by any Loan Party.

Each notice pursuant to Section 6.03 shall be accompanied by a statement of a Responsible Officer of the applicable Loan Party setting forth details of the occurrence referred to therein and stating what action such Loan Party has taken and proposes to take with respect thereto. Each notice pursuant to Section 6.03(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

**SECTION 6.04**      Payment of Obligations. Pay and discharge as the same shall become due and payable, all its obligations and liabilities except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, including all tax liabilities, assessments and governmental charges or levies upon it or its properties or assets and all lawful claims that, if unpaid, would by law become a Lien upon its property, in each case unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate

reserves in accordance with GAAP are being maintained by such Loan Party; provided, that such Loan Party will pay all such tax liabilities, assessments and governmental charges or levies or lawful claims forthwith upon the commencement of proceedings to foreclose any Lien that may have attached as security therefor, or post a bond or other security therefor acceptable to the Administrative Agent; provided, no Loan Party shall be required to pay any such tax liabilities, assessments and governmental charges or levies the nonpayment of which is permitted by the Bankruptcy Code.

**SECTION 6.05**      Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 7.04; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered copyrights, distribution rights, patents, trademarks, trade names and service marks, if any, the non-preservation of which would reasonably be expected to have a Material Adverse Effect.

**SECTION 6.06**      Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted and (b) make all necessary repairs thereto and renewals and replacements thereof, in each case except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

**SECTION 6.07**      Maintenance of Insurance.

(a) Maintain with financially sound and reputable insurance companies not Affiliates of any Loan Party, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons.

(b) [Reserved.]

(c) To the extent practicable, use commercially reasonable efforts to cause all such above-described insurance (excluding worker's compensation insurance) to: (i) provide for the benefit of the Lenders that at least 30 days' prior written notice of cancellation, termination, non-renewal or lapse or material change of coverage shall be given to the Administrative Agent; (ii) name the Administrative Agent for the benefit of the Secured Parties as a loss payee; provided, that so long as no Event of Default has occurred or is continuing, property insurance proceeds may be used to repair damage in respect of which such proceeds were received; and (iii) to the extent that none of the Secured Parties shall be liable for premiums or calls, name the Administrative Agent (for the benefit of the Secured Parties) as an additional insured pursuant to an additional insured endorsement reasonably acceptable to the Lenders.

(d) Render to the Administrative Agent upon the request of the Administrative Agent (acting at the direction of the Required Lenders) a broker's report in form and substance reasonably satisfactory to the Administrative Agent and Lenders as to all such insurance coverage

including such detail as the Administrative Agent (acting at the direction of the Required Lenders) may reasonably request.

**SECTION 6.08** Compliance with Laws. Comply in all respects with the requirements of all Laws (including all Environmental Laws) and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which: (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and such contest would not reasonably be expected to have a Material Adverse Effect; or (b) the failure to comply therewith would not reasonably be expected to have a Material Adverse Effect.

**SECTION 6.09** Books and Records. Maintain true and complete books of record and account, in which entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of such Loan Party.

**SECTION 6.10** Inspection and Audit Rights. Permit representatives and independent contractors of the Administrative Agent and each Lender (coordinated through the Administrative Agent) to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (subject to the customary policies and procedures of such independent public accountants), all at the reasonable expense of such Loan Party and during normal business hours upon reasonable advance notice to such Loan Party.

**SECTION 6.11** Use of Proceeds. Use the proceeds of the Borrowings solely for: (i) working capital purposes of the Loan Parties from and after the Closing Date, (ii) capital expenditures to complete the Project (iii) current interest and fees due to the Administrative Agent and the Lenders pursuant to the terms of this Agreement, (iv) the payment of adequate protection payments to the Prepetition Bond Trustee and the Prepetition Bondholders (v) the allowed administrative costs and expenses of the Chapter 11 Cases, including reasonable fees and expenses of estate professionals, the Agent and Lenders (and their respective professionals), (vi) the payment of the fees and expenses of the Prepetition Bond Trustee and the Prepetition Bondholders, (vii) the payment of prepetition claims to the extent approved by the Bankruptcy Court, and (viii) any other items set forth in the Approved Budget (subject to the Permitted Variance), in each case of clauses (i) through (viii), solely in accordance with the Approved Budget (subject to the Permitted Variance) and the Financing Orders. The Loan Parties shall not be permitted to use the Carve-Out, the Cash Collateral or the proceeds of the Loans to finance in any way any action, suit, arbitration, proceeding, application, motion or other litigation challenging the amount, validity, perfection, priority or enforceability of, or assert any defense, counterclaim or offset to, the Obligations, the Prepetition Obligations, or the security interests or Liens securing any of the Obligations or the Prepetition Obligations, or to fund prosecution or assertion of any claims, or to otherwise litigate against the Administrative Agent, any Lender, the Prepetition Bond Trustee or any Prepetition Bondholder (in each case, other than to seek a determination that an Event of Default under this Agreement or under the Prepetition Financing Documents has not occurred or is not continuing); provided that an amount to be set forth in the Financing Orders shall be made available to the Committee for investigation costs in respect of the stipulations set forth in the Financing Orders.

**SECTION 6.12** Further Assurances. Promptly upon the reasonable request of the Administrative Agent, or any Lender through the Administrative Agent, do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by applicable Law, subject such Loan Party's properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Loan Documents, (iii) perfect and maintain the validity, effectiveness and priority of any of the Loan Documents and any of the Liens intended to be created thereunder and (iv) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be granted to the Secured Parties under any Loan Document or under any other instrument executed in connection with any Loan Document to which such Loan Party is or is to be a party.

**SECTION 6.13** Material Contracts. Perform and observe all the terms and provisions of each contract to be performed or observed by it, maintain each such contract in full force and effect, enforce each such contract in accordance with its terms, take all such action to such end as may be from time to time reasonably requested by the Administrative Agent or any Lender through the Administrative Agent and, upon the reasonable request of the Administrative Agent or any Lender through the Administrative Agent, make to each other party to each such contract such demands and requests for information and reports or for action as such Loan Party is entitled to make under such contract except, in each case, where the failure to do so, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

**SECTION 6.14** Additional Subsidiaries. With respect to any Person that is or becomes a Subsidiary after the Closing Date, (i) deliver to the Administrative Agent the certificates, if any, representing all (or such lesser amount as is required) of the Equity Interests held by a Loan Party, if any, of such Subsidiary, together with undated stock powers or other appropriate instruments of transfer executed and delivered in blank by a duly authorized officer of the holder(s) of such Equity Interests, and all intercompany notes owing from such Subsidiary to any Loan Party together with instruments of transfer executed and delivered in blank by a duly authorized officer of such Loan Party, (ii) cause such new Subsidiary (A) to execute a joinder agreement to this Agreement and a joinder agreement to each applicable Loan Document, substantially in the form annexed thereto, and (B) to take all actions reasonably necessary or advisable in the opinion of the Administrative Agent (acting at the direction of the Required Lenders) to cause the Lien created by the applicable Loan Document to be duly perfected to the extent required by such agreement in accordance with all applicable requirements of Law, including the filing of financing statements in such jurisdictions as may be reasonably requested by the Administrative Agent (acting at the direction of the Required Lenders) and (iii) at the reasonable request of the Administrative Agent (acting at the direction of the Required Lenders), deliver or cause to be delivered to the Administrative Agent an opinion, addressed to the Administrative Agent and the Lenders, of counsel to the Loan Parties reasonably acceptable to the Administrative Agent (acting at the direction of the Required Lenders) as to such matters set forth in this Section 6.14 as the Administrative Agent (acting at the direction of the Required Lenders) may reasonably request.

**SECTION 6.15** Additional Bankruptcy Matters. Promptly provide the Administrative Agent and the Lenders with updates of any material developments in connection with the Loan Parties' efforts under the Chapter 11 Cases and documents related thereto. Debtor-In-Possession Obligations. Comply in a timely manner with their obligations and responsibilities as debtors-in-possession under the Bankruptcy Code, the Bankruptcy Rules, the Financing Order, and any other order of the Bankruptcy Court. Give, on a timely basis as specified in the Financing Order, all notices required to be given to all parties specified in the Financing Order.

**SECTION 6.17** Weekly Calls and Status Update Calls. At the request of the Required Lenders, weekly calls between management of the Borrower and the Lenders, and their respective advisors, which call shall, among other things, provide an update regarding (a) the Loan Parties' progress toward completing the Project and ramping up product lines; (b) the Loan Parties' compliance with the requirements of this Agreement, the Loan Documents and the Prepetition Financing Documents; (c) developments in the Chapter 11 Cases; (d) vendor disbursements; (e) the financing results, operations, compliance of the Loan Parties; (f) general information on the operations of the Loan Parties; and (g) other subjects as may be requested by Administrative Agent or Lenders. Information regarding the scheduling of the calls and the information presented within the calls may be posted to the Electronic Municipal Market Access System maintained by the Municipal Securities Rulemaking Board ("EMMA"), with the consent of the Borrower; *provided, however,* that on or before 30 days after the Closing Date (the "Public Disclosure Time"), the Loan Parties shall disclose and make generally available to the public by posting to EMMA any material non-public information that has been provided by the Loan Parties or by any of the Loan Party's representatives to the Lenders (the "Cleansing Material"); *provided, further,* that the Cleansing Material shall not include any material non-public information only disclosed to the Lender's representatives, including the Administrative Agent, and specifically designated as "Non Cleansing Information" or "Professional Eyes Only" by the Loan Parties or the Loan Party's representative at the time of such disclosure. On and following the Public Disclosure Time, the Loan Parties shall not provide the Lenders with any additional material non-public information without the Lender's prior written consent, and any information provided to the Lender without such prior written consent may be disclosed and made generally available to the public by posting to EMMA.

**SECTION 6.18** Milestones. By the times and dates set forth below (as any such time and date may be extended with the consent of the Administrative Agent (at the direction of the Required Lenders), each a "Milestone") cause the following to occur:

(a) On or before the date that is five days after the Petition Date, the Loan Parties shall have filed the Chapter 11 Plan and the motion to schedule a joint hearing for approval and confirmation of the Chapter 11 Plan.

(b) On or before the date is four business days after the Petition Date, the Bankruptcy Court shall have entered the Interim Order.

(c) On or before the date that is 45 days after the Petition Date, Bankruptcy Court shall have entered the Final Order.

(d) On or before the date that is 45 days after the Petition Date, commencement of the Solicitation.

(e) On or before the date that is 75 days after the Petition Date, Bankruptcy Court shall have entered an order in form and substance reasonably satisfactory to the Required Lenders approving and confirming the Chapter 11 Plan.

(f) On or before the date that is 90 days after the Petition Date, the Chapter 11 Plan shall be effective.

(g) On or before May 19, 2025, Cianbro Corporation and Dieffenbacher Group must deploy personnel to the Project site.

(h) On or before May 26, 2025, installation work must begin for the board line.

**SECTION 6.19** Continuous Engagement of Professional Advisors. From and after the date the related retention order is entered, the Loan Parties shall continuously retain the Financial Advisor on terms and scope of authority reasonable acceptable to the Lenders.

**SECTION 6.20** Cash Collateral. Maintain the cash management of the Loan Parties in accordance in all material respects with the Cash Management Order.

## **ARTICLE VII NEGATIVE COVENANTS**

From the date hereof and for so long as the Commitments shall be in effect, any amount shall remain outstanding under any Note, or any other Obligation shall remain unpaid or unsatisfied, each Loan Party agrees that, unless the Lenders or Required Lenders, as required herein, shall otherwise consent in writing, it will not, nor will it permit its Subsidiaries to:

**SECTION 7.01** Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, or file or suffer to exist under the UCC of any jurisdiction a financing statement that names such Loan Party or any of its Subsidiaries as debtor, or assign any accounts or other right to receive income, other than the following:

(a) Liens pursuant to any Loan Document and the Financing Orders;

(b) Liens pursuant to the Prepetition Financing Documents;

(c) Prepetition Third-Party Liens in existence on the Closing Date;

(d) Liens permitted under the Prepetition Financing Documents and in existence on the Closing Date;

(e) Liens permitted under all Prepetition Third-Party Indebtedness and in existence on the Closing Date; and

(f) Liens for Taxes not yet due or that are being contested in good faith and by appropriate proceedings diligently conducted, if appropriate reserves with respect thereto are maintained on the books of such Loan Party in accordance with GAAP.

**SECTION 7.02** Indebtedness. Incur, create, assume or suffer to exist any Indebtedness other than:

- (a) Indebtedness under the Loan Documents;
- (b) Indebtedness pursuant to the Prepetition Financing Documents;
- (c) Prepetition Third-Party Indebtedness in existence on the Closing Date;
- (d) Indebtedness permitted under the Prepetition Financing Documents and in existence on the Closing Date;
- (e) Indebtedness permitted under all Prepetition Third-Party Indebtedness and in existence on the Closing Date;
- (f) Guaranties permitted pursuant to Section 7.03 hereof to the extent constituting Indebtedness; and
- (g) Indebtedness otherwise permitted under the Approved Budget.

**SECTION 7.03** Limitations on Guaranties. Incur, create, assume or suffer to exist any Guaranty (including any obligation as a general partner of a partnership or as a joint venturer of a joint venture in respect of Indebtedness of such partnership or joint venture), either directly or indirectly, except:

- (a) Guaranties required under the Loan Documents;
- (b) Guaranties pursuant to the Prepetition Financing Documents;
- (c) Guaranties of Prepetition Third-Party Indebtedness in existence on the Closing Date;
- (d) Guaranties permitted under the Prepetition Financing Documents and in existence on the Closing Date; and
- (e) Guaranties permitted under all Prepetition Third-Party Indebtedness and in existence on the Closing Date.

**SECTION 7.04** Limitations on Investments. Create, make or incur any Investment after the date hereof, except:

- (a) Investments permitted under the Prepetition Financing Documents and in existence on the Closing Date;

(b) Investments permitted under all Prepetition Third-Party Indebtedness and in existence on the Closing Date;

(c) Investments held by such Loan Party in the form of cash or Cash Equivalents;

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(e) Guaranties permitted under Section 7.03 hereof to the extent constituting Investments;

(f) Investments constituting non-cash proceeds of sales, transfers and other dispositions of assets to the extent permitted by Section 7.07 hereof; and

(g) Investments otherwise permitted under the Approved Budget.

**SECTION 7.05** Restricted Payments. Except as otherwise set forth in the Approved Budget, pay or declare or enter into any agreement to pay or otherwise become obligated to make any Restricted Payment.

**SECTION 7.06** Consolidation, Merger or Disposition of Assets, etc. Whether in one transaction or a series of transactions, wind up, liquidate or dissolve its affairs, or enter into any transaction of merger or consolidation, or sell or otherwise make a Disposition of all or substantially all of its property, stock, Equity Interests or assets or agree to do or suffer any of the foregoing.

**SECTION 7.07** Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions expressly permitted or required under any Loan Document.

**SECTION 7.08** Places of Business; Change of Name, Jurisdiction. Change the location of its chief executive office or principal place of business, its name as it appears in official filings in its jurisdiction of organization, its entity type, its jurisdiction of organization or its organizational identification number.

**SECTION 7.09** Limitations on Capital Expenditures. Except as otherwise set forth in the Approved Budget, make, or incur any obligation to make, any expenditures which would be treated as capital expenditures in accordance with GAAP.

**SECTION 7.10** Transactions with Affiliates. Except for transactions between or among the Loan Parties, enter into any transaction of any kind with any Affiliate of such Loan Party whether or not in the ordinary course of business, other than (i) as contemplated by and in accordance with the Loan Documents, the Prepetition Financing Documents and the Prepetition Third-Party Indebtedness, (ii) on fair and reasonable terms substantially as favorable to such Loan

Party as would be obtainable by such Loan Party at the time in a comparable arm's length transaction with a Person other than an Affiliate or (iii) as approved by the Lenders (which approval shall not be unreasonably withheld, conditioned or delayed).

**SECTION 7.11** Change in Nature of Business. Engage in any business activities other than businesses of the type conducted by such Loan Party and its Subsidiaries on the date of execution of this Agreement.

**SECTION 7.12** Bank Accounts. Maintain any bank account other than (a) the Collateral Accounts and (b) accounts maintained at a Lender or other financial institution approved by the Administrative Agent and the Lenders, in each case of clauses (a) and (b), subject to Section 10.01 hereof, as to which the Administrative Agent and Prepetition Bond Trustee shall have received notice, and over which the Administrative Agent shall have control, or if such account is subject to a Prepetition Third-Party Lien, with respect to which the control by the creditor on such account shall be held for the benefit of the Administrative Agent as well (in each case, either pursuant to an Account Control Agreement which has been delivered to the Administrative Agent or pursuant to the Financing Orders).

**SECTION 7.13** ERISA Compliance. Engage in a "prohibited transaction", as defined in Section 406 of ERISA or Section 4975 of the Code, with respect to any Plan or Multiemployer Plan or knowingly consent to any other "party in interest" or any "disqualified person", as such terms are defined in Section 3(14) of ERISA and Section 4975(e)(2) of the Code, respectively, engaging in any "prohibited transaction" with respect to any Plan or Multiemployer Plan; or permit any Plan to fail to satisfy the minimum funding standard (within the meaning of Section 302 of ERISA or Section 412 of the Code), unless such failure shall have been waived in advance by the Internal Revenue Service; or terminate any Plan in a manner which would result in the imposition of a Lien on any property of such Loan Party pursuant to Section 4068 of ERISA; or breach or knowingly permit any employee or officer or any trustee or administrator of any Plan to breach any fiduciary responsibility imposed under Title I of ERISA with respect to any Plan; engage in any transaction which would result in the incurrence of a liability under Section 4069 of ERISA; or fail to make contributions to a Plan or Multiemployer Plan which would result in the imposition of a Lien on any property of such Loan Party pursuant to Section 303(k) of ERISA or Section 430(k) of the Code, other than where any such circumstance would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

**SECTION 7.14** Hazardous Materials. Cause or permit any of its properties or assets to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance in all material respects with all applicable Environmental Laws, nor release, discharge, dispose of or permit or suffer any release or disposal as a result of any intentional act or omission on its part of any Hazardous Materials onto any such property or asset in violation of any Environmental Law, in each case, except where the same would not reasonably be expected to result in a Material Adverse Effect.

**SECTION 7.15** Use of Proceeds of Loans. Use the proceeds of Loans hereunder other than for the purposes set forth in, and as permitted by, Section 6.11 hereof.

**SECTION 7.16** Hedge Agreements. Enter into any Hedge Agreement.

**SECTION 7.17** Subsidiaries. Other than in accordance with Section 6.14 hereof, acquire or create any new direct or indirect Subsidiary.

**SECTION 7.18** Accounting Changes. Make (a) any material change in accounting policies or reporting practices, except as required by GAAP, or (b) any change to its fiscal year.

**SECTION 7.19** Modification or Termination of Material Agreements. (a) Make or permit to be made any modification to or termination of (i) any of such Loan Party's material agreements in any manner that (A) would materially increase the conditions to, delay the timing of or decrease the amount of any payments, contributions or loans to be made to such Loan Party, as applicable, thereunder, (B) would materially decrease the conditions to, shorten the timing of or increase the amount of any payments, contributions or loans to be made by such Loan Party, as applicable, thereunder, or (C) is otherwise materially adverse to any Secured Party or its rights under the Loan Documents, in each case of clauses (A), (B) and (C), without the prior written consent of the Lenders, and (ii) the Organizational Documents in a manner that is adverse in any material respect to any Secured Party or its rights under the Loan Documents, or to such Loan Party, without the prior written consent of the Lenders.

(b) Upon the occurrence and during the continuance of an Event of Default, exercise any material remedies available to such Loan Party under the Loan Documents or the Prepetition Financing Documents without the prior written consent of the Administrative Agent and the Lenders.

**SECTION 7.20** No Negative Pledge. Enter into any agreement (i) prohibiting the creation or assumption of any Lien in favor of the Administrative Agent (for the benefit of the Secured Parties) or any Person(s) refinancing the Facility upon the properties or assets of any Loan Party, whether now owned or hereafter acquired, or (ii) requiring an obligation to be secured as a result of any Lien being granted to the Administrative Agent (for the benefit of the Secured Parties), except this Agreement and the other Loan Documents.

**SECTION 7.21** Chapter 11 Claims. Incur, create, assume, suffer to exist or permit any other super priority administrative claim (including, without limitation, any administrative expenses of the kind specified in Sections 105, 326, 328, 503(b), 506(c), 507(a), 507(b) or 726 of the Bankruptcy Code) which is *pari passu* with or senior to the claims of the Administrative Agent and the Lenders against the Loan Parties, except with respect to the Carve-Out or as set forth in the Financing Order.

**SECTION 7.22** Repayment of Indebtedness. Except pursuant to a confirmed reorganization plan, the "first day" orders or any other order consented to by the Administrative Agent and the Required Lenders and except as specifically permitted hereunder, no Loan Party shall, without the express prior written consent of the Required Lenders, make any payment or transfer with respect to any Lien, Indebtedness or other obligation incurred or arising prior to the filing of the Chapter 11 Cases that is subject to the automatic stay provisions of the Bankruptcy Code whether by way of "adequate protection" under the Bankruptcy Code or otherwise.

**SECTION 7.23** Variance Covenant. For any Variance Testing Period, the Loan Parties' actual total cash disbursements (other than to the DIP Agent and DIP Lenders) shall not

exceed the budgeted total disbursements (other than to the DIP Agent and DIP Lenders) for the same period by more than 10% in the aggregate for such Variance Testing Period, which requirement shall be tested, initially, upon the completion of four calendar weeks following the Petition Date, and thereafter, every week. The foregoing permitted variance from the Approved Budget is the “Permitted Variance”. The Loan Parties shall operate in accordance with the Approved Budget and all disbursements shall be consistent with the provisions thereof (subject to the Permitted Variance).

## ARTICLE VIII EVENTS OF DEFAULT

**SECTION 8.01** Events of Default. Any of the following shall constitute an “Event of Default”:

(a) Non-Payment. Any Borrower fails to (i) pay when and as required to be paid herein, any amount of principal of any Loan, any interest on any Loan, or any fee due hereunder, or (ii) pay within five (5) Business Days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. (i) Any Loan Party or any Subsidiary fails to perform or observe any term, covenant or agreement contained in any of Sections 6.01, 6.02 (other than Sections 6.02(c), (e) and (h)), 6.03, 6.05, 6.11, 6.18, 6.19 or Article VII; or (ii) any Loan Party or any Subsidiary fails to perform or observe any term, covenant or agreement contained in any of Sections 6.02 (c) or (e), and such failure continues for ten (10) Business Days after the earlier of the date on which (A) any Loan Party or any Subsidiary receives notice thereof or (B) a Responsible Officer of any Loan Party obtains or, with the exercise of reasonable diligence, should have obtained, knowledge thereof; or

(c) Other Defaults. Any Loan Party or any Subsidiary fails to perform or observe any other covenant or agreement (not specified in Sections 8.01(a) or (b) above) contained in any Loan Document (other than, for the avoidance of doubt, the Financing Orders) on its part to be performed or observed and such failure continues for 30 days after the earlier of the date on which (i) any Loan Party or any Subsidiary receives notice thereof or (ii) a Responsible Officer of any Loan Party obtains or, with the exercise of reasonable diligence, should have obtained, knowledge thereof; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Loan Party herein, in any other Loan Document (other than, for the avoidance of doubt, the Financing Orders), or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default. Except as occasioned by the filing of the Chapter 11 Cases and obligations with respect to which the Bankruptcy Code prohibits any Loan Party from complying or permits any Loan Party not to comply, any Loan Party or any Subsidiary (i) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness or Guaranty (other than Indebtedness

hereunder) having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than the Threshold Amount, or (ii) fails to observe or perform any other agreement or condition relating to any such Indebtedness or Guaranty or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guaranty (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guaranty to become payable or cash collateral in respect thereof to be demanded; or

(f) Bankruptcy Matters.

(i) At any time prior to entry of the Final Order, the Interim Order shall cease to be in full force and effect, or the Bankruptcy Court shall enter any order amending, supplementing, altering, staying, vacating, rescinding or otherwise modifying the Interim Order without the prior written consent of the Administrative Agent and the Lenders;

(ii) The Final Order (x) shall not have been entered within 30 days after the Petition Date (or such later date as the Administrative Agent at the direction of the Lenders may agree) or (y) shall, at any time, cease to be in full force and effect, or the Bankruptcy Court shall enter any order amending, supplementing, altering, staying, vacating, rescinding or otherwise modifying the Final Order without the prior written consent of the Administrative Agent and the Lenders;

(iii) Any Loan Party fails to comply with the Financing Orders and such failure continues for 5 days after the earlier of the date on which (A) any Loan Party or any Subsidiary receives notice thereof and (B) a Responsible Officer of any Loan Party obtains or, with the exercise of reasonable diligence, should have obtained, knowledge thereof;

(iv) The Bankruptcy Court shall enter any order (A) dismissing any of the Chapter 11 Cases or converting any of the Chapter 11 Cases to a Chapter 7 case, (B) appointing a Chapter 11 trustee, a receiver, or an examiner with enlarged powers relating to the operation of the business of any Loan Party under Section 1106(b) of the Bankruptcy Code in any of the Chapter 11 Cases or (C) granting or allowing any other superpriority claim (other than the Carve-Out or with respect to the Permitted Prepetition Liens) or granting any other lien (including any adequate protection lien) having a priority equal or superior to the claims and Liens in favor of the Administrative Agent securing the Obligations or of the Prepetition Bond Trustee securing the Prepetition Obligations in any of the Chapter 11 Cases;

(v) The filing by any Loan Party of any pleading seeking or otherwise consenting to or supporting any of the matters set forth in clauses (A) or (B) of clause (iv);

(vi) Other than payments authorized by the Bankruptcy Court pursuant to one or more “first day” or other orders reasonably satisfactory to the Lenders and which are set

forth in the Approved Budget (subject to the Permitted Variance), any Loan Party shall make any payment (whether by way of adequate protection or otherwise) of principal or interest or otherwise on account of any Prepetition Third-Party Indebtedness or Prepetition payables (including, without limitation, reclamation claims);

(vii) (A) the granting of any motion seeking an order from the Bankruptcy Court substantively consolidating any of the Loan Parties' estates without the prior written consent of the Administrative Agent and the Required Lenders, (B) the granting of any motion seeking appointment of a Chapter 11 trustee or a receiver in any of the Chapter 11 Cases, or (C) the filing of any motion seeking appointment of an examiner with enlarged powers relating to the operation of the business of any Loan Party under Section 1106(b) of the Bankruptcy Code in any of the Chapter 11 Cases;

(viii) The Bankruptcy Court shall enter an order granting relief from the automatic stay to any Person holding or asserting a Lien to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any assets of any Loan Party which have an aggregate value in excess of \$50,000;

(ix) The occurrence of the Termination Date without the prior or substantially concurrent indefeasible payment in full in cash of all Obligations;

(x) (A) The filing by any Loan Party of any plan of reorganization or liquidation or the taking of any action in support of the filing of a plan of reorganization or liquidation by a party other than the Loan Parties, in each case, that is not an Acceptable Plan, without the prior written consent of (1) the Required Lenders if any proposed plan of reorganization or liquidation provides for payment of the Obligations in cash in full, or (2) the Lenders in the event any proposed plan of reorganization or liquidation fails to provide for the payment in satisfaction of all Obligations in cash in full or (B) the termination of the Loan Parties' "exclusive period" under Section 1121 of the Bankruptcy Code for the filing of a plan of reorganization;

(xi) Any Loan Party shall file a motion in any of the Chapter 11 Cases to obtain additional financing under Sections 364(c) or (d) of the Bankruptcy Code *pari passu* with, or senior to, the Obligations;

(xii) (i) Any Loan Party engages in or supports any challenge to the validity, perfection, priority, extent or enforceability of any of the Loan Documents or the Prepetition Financing Documents or the Liens securing the Obligations or the Prepetition Obligations (other than to seek a determination that an Event of Default has not occurred or is not continuing), including without limitation seeking to equitably subordinate or avoid the Liens securing such obligations; or (ii) any Loan Party engages in or supports any investigation or asserts any claims or causes of action (or directly or indirectly supports assertion of the same) against the Administrative Agent, any Lender, the Prepetition Bond Trustee or any Prepetition Bondholders; provided, however, that it shall not constitute an Event of Default if the Loan Parties provide information with respect to the Prepetition Financing Documents to a party in interest, or are compelled to provide information by an order of the Bankruptcy Court so long as the Administrative Agent has been served with the request for such an order or, if no such service has

been made prior to the time the Loan Parties are required to provide information, so long as the Loan Parties provide prior written notice to the Administrative Agent and the Prepetition Bond Trustee of any intention or requirement to do so;

(xiii) Any Person shall obtain a Section 506(a) judgment or similar determination with respect to the Prepetition Obligations that is adverse to the Prepetition Bond Trustee and Prepetition Bondholders;

(xiv) The allowance of any claim or claims under Section 506(c) or 552(b) of the Bankruptcy Code against or with respect to any of the Collateral;

(xv) The consummation of a sale of any material portion of the Collateral (other than a sale in the ordinary course of business that is contemplated by the Approved Budget) other than as otherwise permitted under the Loan Documents;

(xvi) The allowance of any claim or claims under Section 546(c) or 503(b)(9) of the Bankruptcy Code in excess of \$50,000 that is not contemplated in the Approved Budget (subject to the Permitted Variance) or is otherwise unacceptable to the Administrative Agent and the Lenders;

(xvii) The filing with the Bankruptcy Court of any disclosure statement or plan of reorganization or liquidation that has not been approved, in form and substance, by the Administrative Agent, the Prepetition Bond Trustee, and the Required Lenders.

(xviii) The Committee or any other party in interest shall file a complaint or pleading challenging the prepetition liens and claims of the Administrative Agent, any Lender, the Prepetition Bond Trustee or any Prepetition Bondholder, or file any objection to the claims, or engage in any challenge to the validity, perfection, priority, extent or enforceability of any of the Loan Documents, the Prepetition Financing Documents or the Liens securing any of the Obligations or the Prepetition Obligations, or otherwise file a complaint in an action or proceeding naming the Administrative Agent and the Lenders;

(xix) Failure to obtain within 50 days from the Petition Date orders of the Bankruptcy Court approving the retention of the Financial Advisor.

(xx) The RSA shall have been terminated.

(g) Judgments. There is entered against any Loan Party (i) one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer is rated at least “A” by A.M. Best Company, has been notified of the potential claim and does not dispute coverage), or (ii) any one or more non-monetary final judgments that have, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, (B) there is a period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect or (C) such judgment or order has not been satisfied, vacated or discharged; or

(h) ERISA. The occurrence of any of the following: (i) the termination of a Multiemployer Plan that has resulted or would reasonably be expected to result in liability of any Loan Party under Title IV of ERISA to the Multiemployer Plan in an aggregate amount in excess of the Threshold Amount, or (ii) any Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of the Threshold Amount; or

(i) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party or any other Person contests in writing in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies in writing that it has any or further liability or obligation under any provision of any Loan Document, or purports to revoke, terminate or rescind any provision of any Loan Document in writing; or

(j) Change of Control. All of the Equity Interests of Go-Madison shall cease to be owned by Holdings; or

(k) Failure of Liens. Any applicable Loan Document after delivery thereof pursuant to Section 4.01 or 6.12 shall for any reason (other than pursuant to the terms thereof) cease to create a valid and perfected Lien on the Collateral purported to be covered thereby.

**SECTION 8.02** Remedies Upon Event of Default. If any Event of Default occurs and is continuing, notwithstanding the provisions of Section 362 of the Bankruptcy Code but subject to the Financing Orders, without any application, motion or notice to, hearing before or notice from, the Bankruptcy Court, the Administrative Agent shall, upon the direction of the Required Lenders, take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by each Loan Party;

(c) declare the right of the Loan Parties to use the Cash Collateral (other than the Carve-Out) to be terminated, whereupon such right to use the Cash Collateral (other than the Carve-Out) shall be terminated;

(d) freeze monies or balances in the Loan Parties' accounts;

(e) set off any and all amounts in accounts maintained by the Loan Parties with the Administrative Agent or any of the Lenders against the Obligations, or otherwise enforce rights against the Collateral in the possession of any of the Secured Parties for application towards the Obligations; and

(f) exercise on behalf of itself and the Lenders all rights and remedies (including without limitation, with respect to the Liens in favor of the Administrative Agent on behalf of the Secured Parties) available to it and the Lenders under the Loan Documents, the Financing Orders, and applicable Law; provided, that, if the Lenders' rights and remedies to foreclose on the DIP Collateral or the Prepetition Collateral of the Prepetition Secured Notes Parties, then all such Lenders shall consent to the exercise of such foreclosure rights and remedies;

provided, that the Administrative Agent shall provide the Loan Parties (with a copy to any counsel for the Committee and to the U.S. Trustee) with five (5) calendar days' prior written notice during which time any such party must file a pleading seeking an emergency hearing in opposition to the Administrative Agent's exercise of its rights and remedies; and provided further, that in any hearing following such notice, the only issue that may be raised by any party in opposition to the actions proposed or available to be taken by the Administrative Agent shall be whether, in fact, an Event of Default has occurred and is continuing. Unless during such five (5) calendar day-period the Bankruptcy Court determines that an Event of Default has not occurred, upon the expiration of such five (5) calendar day period, the Administrative Agent shall have relief from the automatic stay without further notice or order and may foreclose on all or any portion of the Collateral or otherwise exercise remedies against the Collateral available under the Loan Documents, the Financing Orders and applicable law.

**SECTION 8.03**      Application of Funds. After the exercise of remedies provided for in Section 8.02 any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order:

*First*, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including attorneys' fees and professional fees payable under Section 13.04, but not including principal of or interest on any Loan) payable to the Administrative Agent in its capacity as such, until paid in full;

*Second*, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders, ratably among them in proportion to the amounts described in this clause Second payable to them, until paid in full;

*Third*, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans, ratably among the Lenders in proportion to the respective amounts described in this clause Third payable to them, until paid in full;

*Fourth*, to payment of that portion of the Obligations constituting unpaid principal of the Loans, ratably among the Lenders in proportion to the respective amounts described in this clause Fourth payable to them, until paid in full;

*Fifth*, to the payment of all other Obligations of the Loan Parties that are due and payable to the Administrative Agent and the other Secured Parties on such date, ratably based upon the respective aggregate amounts of all such Obligations owing to the Administrative Agent and the other Secured Parties on such date, until paid in full;

*Sixth*, to the Prepetition Bond Trustee for the payment of the Prepetition Obligations in accordance with the Prepetition Financing Documents, until paid in full; and

*Last*, the balance, if any, after all of the Obligations and Prepetition Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

## **ARTICLE IX SECURITY FOR THE LOANS**

**SECTION 9.01**      DIP Liens. Pursuant to the Financing Orders and in accordance with the terms hereof and thereof, the Obligations will be secured by a valid and fully perfected, binding, enforceable, unavoidable, (a) super priority security interest in and Lien on all of the Collateral that is not encumbered as of the Petition Date, pursuant to section 364(c)(2) of the Bankruptcy Code, (b) consensual first priority security interest in and Lien on all of the Collateral that is subject to the Liens in favor of the Prepetition Bond Trustee, Open Prairie, the QLICI Lenders, SEDC, and the Mechanic's Lienholders, subject and junior only to payment of the Carve-Out and the Permitted Prepetition Liens, pursuant to Section 364(d)(1) of the Bankruptcy Code, and (c) junior lien and security interest on all of the Collateral (other than the Collateral described in clauses (a) or (b) of this paragraph, as to which the liens and security interests in favor of the Administrative Agent will be as described in such clauses) that is subject to any Permitted Prepetition Liens, pursuant to section 364(c)(3) of the Bankruptcy Code, in each case to the extent provided and as more fully set forth in the Financing Orders.

**SECTION 9.02**      Filing Not Required to Perfect. All the Liens described herein with respect to the Obligations shall be effective and perfected as of the entry of the Interim Order and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements. Notwithstanding the foregoing, the Administrative Agent (acting at the direction of the Required Lenders) may take, and the Loan Parties shall authorize and execute, whatever action that it reasonably believes is advisable to perfect the liens granted herein (including, without limitation, the filing of UCC financing statements, the giving of notices and the endorsement of notices on title documents).

## **ARTICLE X [RESERVED]**

## **ARTICLE XI THE ADMINISTRATIVE AGENT**

### **SECTION 11.01**      Appointment and Authority.

(a) Each of the Lenders hereby irrevocably appoints UMB Bank to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders, and no Loan Party shall have any rights as a third party beneficiary of any of such provisions.

(b) The Administrative Agent shall also act as the "collateral agent" under the Loan Documents, and each of the Lenders hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of (and to hold any security interest created by the Loan

Documents for and on behalf of or in trust for) such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto.

(c) Each Lender hereby irrevocably authorizes the Administrative Agent, based upon the instruction of the Required Lenders, to credit bid and purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale thereof conducted by the Administrative Agent under the provisions of the UCC, including pursuant to Sections 9-610 or 9-620 of the UCC (or any equivalent provision of the UCC), at any sale thereof conducted under the provisions of the Bankruptcy Code, including Section 363 of the Bankruptcy Code, or at any other sale or foreclosure conducted by the Administrative Agent (whether by judicial action or otherwise) in accordance with applicable Laws. In no event shall the Administrative Agent be obligated to take title to or possession of Collateral in its own name, or otherwise in a form or manner that may, in its reasonable judgment, expose it to liability; provided that if the Administrative Agent declines to take title to or possession of Collateral because it exposes it to liability, it will promptly notify the Required Lenders thereof.

**SECTION 11.02** Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Loan Party or Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

**SECTION 11.03** Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Lenders or Required Lenders, as required herein (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable Law;

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Loan Party or any of their Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity;

(d) (i) shall not be liable for any action taken or not taken by it (A) with the consent or at the request of the Lenders or Required Lenders, as required herein (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 13.01) or (B) in the absence of its own gross negligence or willful misconduct as determined by a non-appealable judgment by a court of competent jurisdiction, and (ii) shall be deemed not to have knowledge of any Default or Event of Default unless and until notice describing such Default is given to the Administrative Agent by a Borrower or a Lender;

(e) shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Loan Documents, (v) the value or the sufficiency of any Collateral, or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent;

(f) shall have no obligation to file financing statements or continuation statements (to the extent applicable) or be responsible for creating, perfecting, continuing, protecting or maintaining security interests purported to be created under any loan document (to the extent applicable);

(g) shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of its duties under the Loan Documents or in the exercise of its rights or powers under this Agreement or the other Loan Documents; and

(h) shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Administrative Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance of disaster, pandemic, epidemic, any act of terrorism or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility); provided that, the Administrative Agent shall furnish prompt notice to the Lenders following the occurrence of any of the foregoing acts.

**SECTION 11.04** Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In

determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Loan Parties), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

**SECTION 11.05**     Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

**SECTION 11.06**     Resignation of the Administrative Agent. The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrowers. Upon receipt of any such notice of resignation, the Lenders shall have the right, in consultation with the Borrowers, to appoint a successor, which shall be either a Lender or a commercial bank organized under the laws of the United States of America or of any State thereof and shall have a combined capital and surplus of at least \$250,000,000. If no such successor shall have been so appointed by the Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that if the Administrative Agent shall notify the Borrowers and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 13.04 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

**SECTION 11.07** Non-Reliance on Administrative Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

**SECTION 11.08** [Reserved.]

**SECTION 11.09** Administrative Agent May File Proof of Claims. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on any Loan Party) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.07 and 13.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.07 and 13.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender to authorize the Administrative Agent to vote in respect of the claim of any Lender or in any such proceeding.

**SECTION 11.10** Collateral Matters. Each Lender irrevocably authorizes the Administrative Agent, at its option and in its discretion:

(a) to release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (i) upon payment in full of the Obligations on the Termination

Date, (ii) that is sold or to be sold as part of or in connection with any sale expressly permitted hereunder or under any other Loan Document or the Financing Orders, (iii) pursuant to the Exit Conversion upon consummation of a Chapter 11 Plan, of (iv) if approved, authorized or ratified in writing in accordance with Section 13.01;

(b) to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Prepetition Third-Party Lien on such property or any other Lien to the extent approved by the Lenders hereunder; and

(c) to determine that the cost to any Loan Party is disproportionate to the benefit to be realized by the Secured Parties by perfecting a Lien in a given asset or group of assets included in the Collateral and that such Loan Party should not be required to perfect such Lien in favor of the Administrative Agent (for the benefit of the Secured Parties).

Upon request by the Administrative Agent at any time, the Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property pursuant to this Section 11.10. In each case as specified in this Section 11.10, the Administrative Agent will, at the Borrowers' expense, execute and deliver to the Borrowers such documents as the Borrowers may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Loan Documents or to subordinate its interest in such item, in each case in accordance with the terms of the Loan Documents and this Section 11.10.

## ARTICLE XII GUARANTY

### SECTION 12.01 Guaranty.

(a) Each Guarantor hereby agrees that it is jointly and severally liable for, as primary obligor and not merely as surety, and absolutely and unconditionally guarantees to the Secured Parties, the prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Obligations (collectively the "Guarantor Guaranteed Obligations"). Each Guarantor further agrees that the Guarantor Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal.

(b) Each Borrower hereby agrees that it is jointly and severally liable for, as primary obligor and not merely as surety, and absolutely and unconditionally guarantees to the Secured Parties, the prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Obligations, which Obligations shall continue to be the primary obligations of the Borrowers (collectively the "Borrower Guaranteed Obligations") and, together with the Guarantor Guaranteed Obligations, the "Guaranteed Obligations"). Each Borrower further agrees that the Borrower Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. The provisions of this Article XII (other than Section 12.10) shall apply equally to each Borrower as guarantor of the Borrower Guaranteed Obligations as to each Guarantor as guarantor of the Guarantor Guaranteed Obligations.

**SECTION 12.02** Guaranty of Payment. This Loan Guaranty is a guaranty of payment and not of collection. Each Loan Party waives any right to require the Administrative Agent or any Lender to sue any Borrower, any Guarantor, any other guarantor, or any other Person obligated for all or any part of the Guaranteed Obligations (each, an “Obligated Party”), or otherwise to enforce its payment against any collateral securing all or any part of the Guaranteed Obligations.

**SECTION 12.03** No Discharge or Diminishment of Loan Guaranty.

(a) Except as otherwise provided for herein, the obligations of each Loan Party hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the indefeasible payment in full in cash of the Guaranteed Obligations), including, and without limiting the generality of the foregoing,

(i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Loan Party or any other guarantor of or other Person liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; or (iv) the existence of any claim, setoff or other rights which any Loan Party may have at any time against any Obligated Party, the Administrative Agent, any Lender, or any other Person, whether in connection herewith or in any unrelated transactions.

(b) The obligations of each Loan Party hereunder are not subject to any defense or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

The obligations of any Loan Party hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent or any Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of any Loan Party for all or any part of the Guaranteed Obligations or any obligations of any other guarantor of or other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent or any Lender with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Loan Party or that would otherwise operate as a discharge of any Loan Party as a matter of law or equity (other than the indefeasible payment in full in cash of the Guaranteed Obligations).

**SECTION 12.04** Defenses Waived. To the fullest extent permitted by applicable law, each Loan Party hereby waives any defense based on or arising out of any defense of any Borrower or any Guarantor or the unenforceability of all or any part of the Guaranteed Obligations from any cause, or the cessation from any cause of the liability of any Borrower or any Guarantor, other than

the indefeasible payment in full in cash of the Guaranteed Obligations. Without limiting the generality of the foregoing, each Loan Party irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person. The Administrative Agent may, at its election, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, without affecting or impairing in any way the liability of such Loan Party under this Agreement except to the extent the Guaranteed Obligations have been fully and indefeasibly paid in cash. To the fullest extent permitted by applicable law, each Loan Party waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Loan Party against any Obligated Party or any security.

**SECTION 12.05**     Rights of Subrogation; Subordination of Intercompany Indebtedness.

(a)     Rights of Subrogation. No Loan Party will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification that it has against any Obligated Party, or any collateral, until the Loan Parties have fully performed all their obligations to the Administrative Agent and the Secured Parties. Should any Loan Party have the right, notwithstanding the foregoing, to exercise its subrogation rights, each Loan Party hereby expressly and irrevocably (A) subordinates any and all rights at law or in equity to subrogation, reimbursement, exoneration, contribution, indemnification or set off that such Loan Party may have to the payment in full in cash of the Guaranteed Obligations until the Guaranteed Obligations are indefeasibly paid in full in cash and (B) waives any and all defenses available to a surety, guarantor or accommodation co-obligor until the Guaranteed Obligations are indefeasibly paid in full in cash. Each Loan Party acknowledges and agrees that this subordination is intended to benefit the Administrative Agent and the Secured Parties and shall not limit or otherwise affect such Loan Party's liability hereunder or the enforceability of this Loan Guaranty, and that the Administrative Agent, the Secured Parties and their respective successors and assigns are intended third party beneficiaries of the waivers and agreements set forth in this Section 12.05.

(b)     Subordination of Intercompany Indebtedness. Each Loan Party agrees that any and all claims of such Loan Party against any Borrower or any other Loan Party hereunder (each an "Obligor") with respect to any "Intercompany Indebtedness" (as hereinafter defined), any endorser, obligor or any other guarantor of all or any part of the Guaranteed Obligations, or against any of its properties shall be subordinate and subject in right of payment to the prior payment, in full and in cash, of all Guaranteed Obligations. Notwithstanding any right of any Loan Party to ask, demand, sue for, take or receive any payment from any Obligor, all rights, liens and security interests of such Loan Party, whether now or hereafter arising and howsoever existing, in any assets of any other Obligor shall be and are subordinated to the rights of the Secured Parties and the Administrative Agent in those assets. No Loan Party shall have any right to possession of any such asset or to foreclose upon any such asset, whether by judicial action or otherwise, unless and

until all of the Guaranteed Obligations shall have been fully paid and satisfied (in cash) and all financing arrangements pursuant to any Loan Document have been terminated. If all or any part of the assets of any Obligor, or the proceeds thereof, are subject to any distribution, division or application to the creditors of such Obligor, whether partial or complete, voluntary or involuntary, and whether by reason of liquidation, bankruptcy, arrangement, receivership, assignment for the benefit of creditors or any other action or proceeding, or if the business of any such Obligor is dissolved or if substantially all of the assets of any such Obligor are sold, then, and in any such event (such events being herein referred to as an "Insolvency Event"), any payment or distribution of any kind or character, either in cash, securities or other property, which shall be payable or deliverable upon or with respect to any indebtedness of any Obligor to any Loan Party ("Intercompany Indebtedness") shall be paid or delivered directly to the Administrative Agent for application on any of the Guaranteed Obligations, due or to become due, until such Guaranteed Obligations shall have first been fully paid and satisfied (in cash). Should any payment, distribution, security or instrument or proceeds thereof be received by the applicable Loan Party upon or with respect to the Intercompany Indebtedness after any Insolvency Event and prior to the satisfaction of all of the Guaranteed Obligations and the termination of all financing arrangements pursuant to any Loan Document among any Loan Party and the Secured Parties, such Loan Party shall receive and hold the same in trust, as trustee, for the benefit of the Secured Parties and shall forthwith deliver the same to the Administrative Agent, for the benefit of the Secured Parties, in precisely the form received (except for the endorsement or assignment of such Loan Party where necessary), for application to any of the Guaranteed Obligations, due or not due, and, until so delivered, the same shall be held in trust by such Loan Party as the property of the Secured Parties. If any such Loan Party fails to make any such endorsement or assignment to the Administrative Agent, the Administrative Agent or any of its officers or employees is irrevocably authorized to make the same. Each Loan Party agrees that until the Guaranteed Obligations have been paid in full (in cash) and satisfied and all financing arrangements pursuant to any Loan Document among any Loan Party and the Secured Parties have been terminated, no Loan Party will assign or transfer to any Person (other than the Administrative Agent) any claim any such Loan Party has or may have against any Obligor.

**SECTION 12.06** Continuing Guarantee; Discharge Only Upon Payment in Full; Reinstatement; Stay of Acceleration. Each of the Loan Parties' obligations hereunder shall constitute a continuing and irrevocable guarantee of all Guaranteed Obligations now or hereafter existing and shall remain in full force and effect until all Guaranteed Obligations shall have been paid in full in cash, at which time, subject to the foregoing condition, the guarantees made hereunder shall automatically terminate. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of any Borrower or otherwise, each Loan Party's obligations under this Agreement with respect to that payment shall be reinstated at such time as though the payment had not been made. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Loan Party, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the Loan Parties forthwith on demand by the Lender.

**SECTION 12.07** Information. Each Loan Party assumes all responsibility for being and keeping itself informed of each Borrower's financial condition and assets, and of all other

circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Loan Party assumes and incurs under this Loan Guaranty, and agrees that neither the Administrative Agent nor any Lender shall have any duty to advise any Loan Party of information known to it regarding those circumstances or risks.

**SECTION 12.08** Maximum Liability. The provisions of this Article XII are severable, and in any action or proceeding involving any state corporate law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Loan Party under this Article XII would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such Loan Party's liability under this Article XII, then, notwithstanding any other provision of this Loan Guaranty to the contrary, the amount of such liability shall, without any further action by the Loan Parties or the Lenders, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant Loan Party's "Maximum Liability"). This Section 12.08 with respect to the Maximum Liability of each Loan Party is intended solely to preserve the rights of the Lenders to the maximum extent not subject to avoidance under applicable law, and no Loan Party nor any other Person or entity shall have any right or claim under this Section with respect to such Maximum Liability, except to the extent necessary so that the obligations of any Loan Party hereunder shall not be rendered voidable under applicable law. Each Loan Party agrees that the Guaranteed Obligations may at any time and from time to time exceed the Maximum Liability of each Loan Party without impairing this Article XII or affecting the rights and remedies of the Lenders hereunder; provided that nothing in this sentence shall be construed to increase any Loan Party's obligations hereunder beyond its Maximum Liability.

**SECTION 12.09** Contribution. In the event any Loan Party (a "Paying Guarantor") shall make any payment or payments under this Loan Guaranty or shall suffer any loss as a result of any realization upon any collateral granted by it to secure its obligations under this Article XII, each other Loan Party (each a "Non-Paying Guarantor") shall contribute to such Paying Guarantor an amount equal to such Non-Paying Guarantor's "Guarantor Percentage" of such payment or payments made, or losses suffered, by such Paying Guarantor. For purposes of this Article XII, each Non-Paying Guarantor's "Guarantor Percentage" with respect to any such payment or loss by a Paying Guarantor shall be determined as of the date on which such payment or loss was made by reference to the ratio of (i) such Non-Paying Guarantor's Maximum Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying Guarantor's Maximum Liability has not been determined, the aggregate amount of all monies received by such Non-Paying Guarantor from the Borrowers after the date hereof (whether by loan, capital infusion or by other means) to (ii) the aggregate Maximum Liability of all Loan Parties hereunder (including such Paying Guarantor) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum Liability has not been determined for any Loan Party, the aggregate amount of all monies received by such Loan Parties from the Borrowers after the date hereof (whether by loan, capital infusion or by other means). Nothing in this provision shall affect any Loan Party's several liability for the entire amount of the Guaranteed Obligations (up to such Loan Party's Maximum Liability). Each of the Loan Parties covenants and agrees that its right to receive any contribution under this Loan Guaranty from a Non-Paying Guarantor shall be subordinate and junior in right of payment to the payment in full in cash of the Guaranteed Obligations. This

provision is for the benefit of the Administrative Agent, the Lenders and the Loan Parties and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

**SECTION 12.10** Liability Cumulative. The liability of each Loan Party as a Loan Party under this Article XII is in addition to and shall be cumulative with all liabilities of each Loan Party to the Administrative Agent and the Lenders under this Agreement and the other Loan Documents to which such Loan Party is a party or in respect of any obligations or liabilities of the other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

## **ARTICLE XIII MISCELLANEOUS**

**SECTION 13.01** Amendments. No amendment or waiver of any provision of this Agreement and no consent to any departure by any Loan Party, as applicable, from either of the foregoing agreements, shall be effective unless in writing signed by the Lenders and the Loan Parties, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) except by reason of the Exit Conversion, extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender;

(b) except by reason of the Exit Conversion, postpone any date fixed by this Agreement or any other Loan Document for any payment (excluding mandatory prepayments) of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under such other Loan Document without the written consent of each Lender entitled to such payment;

(c) except by reason of the Exit Conversion, (i) reduce the principal of, or the rate of interest specified herein on, any Loan, or any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender entitled to such amount or (ii) without the consent of the Lenders, (A) amend the definition of “Default Rate” or waive any obligation of the Borrowers to pay interest at the Default Rate or (B) to amend any financial covenant hereunder (or any defined term used therein);

(d) change the order of application of any reduction in the Commitments or any prepayment of Loans from the application thereof set forth in the applicable provisions of Section 2.03(b), in any manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

(e) change any provision of this Section 13.01 or the definition of “Required Lenders” or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify the provisions of this Agreement without the written consent of each Lender; or

(f) except by reason of the Exit Conversion, release any material portion of the Collateral in any transaction or series of related transactions, or subordinate any Lien in the Collateral, without the written consent of each Lender;

provided, that no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Commitment of such Lender may not be increased or extended without the consent of such Lender.

If any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender and that has been approved by the Required Lenders, the Borrowers may replace such non-consenting Lender in accordance with Section 13.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Borrowers to be made pursuant to this paragraph).

#### **SECTION 13.02**      Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Loan Parties or the Administrative Agent, to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 13.02 (as the same may be updated from time to time in accordance with Section 6.02(h)); and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent. The Administrative Agent or the Borrowers (on behalf of the Guarantors) may, in their respective discretion, agree to accept notices and other communications to it hereunder by electronic

communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes or as otherwise provided in the third to last paragraph of Section 6.02, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to any Loan Party, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of such Loan Party's or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to any Loan Party, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each Loan Party and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each Lender shall deliver to the Administrative Agent an Administrative Questionnaire. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Loan Parties and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its

delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Loan Parties or their securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent and Lenders. The Administrative Agent and the other Secured Parties shall be entitled to rely and act upon any notices (including telephonic Loan Notices) purportedly given by or on behalf of the Loan Parties even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Loan Parties shall jointly and severally indemnify the Administrative Agent, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of any Loan Party. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

**SECTION 13.03** No Waiver; Cumulative Remedies; Enforcement. No failure by any Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.02 for the benefit of all the Lenders; provided, however, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) any Lender from exercising setoff rights in accordance with Section 13.08 (subject to the terms of Section 2.11), or (c) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then, subject to the rights of each Lender under this Agreement, (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 and (ii) in addition to the matters set forth in clauses (b) and (c) of the preceding proviso and subject to Section 2.11, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

**SECTION 13.04** Expenses; Indemnity; Damage Waiver; Costs and Expenses. (a)

Subject to the terms of the Financing Orders, the Loan Parties shall jointly and severally pay on demand all reasonable and documented expenses incurred by the Administrative Agent and its Affiliates and the Lenders, including the reasonable fees, charges and disbursements of outside counsel for the Administrative Agent and Lenders (ArentFox Schiff LLP) and other professionals engaged thereby, in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and any and all aspects of the Chapter 11 Cases (the foregoing to include all unpaid prepetition fees, costs and expenses incurred by the Administrative Agent in connection with the Loan Documents) and (ii) all out-of-pocket expenses incurred by the Administrative Agent or any Lender (including the fees, charges and disbursements of any outside counsel for the Administrative Agent or any Lender) in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) Indemnification by the Loan Parties. The Loan Parties shall jointly and severally indemnify the Administrative Agent (and any sub-agent thereof), each Lender and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable fees, charges and disbursements of counsel for any Indemnitee), incurred by any Indemnitee or asserted or awarded against any Indemnitee (including, without limitation, in connection with any investigation, litigation or proceeding or the preparation of a defense in connection therewith) arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by a Loan Party or any Subsidiary, or any Environmental Liability regarding a Loan Party or any Subsidiary, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by a Loan Party or any of the Loan Parties’ directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto, except to the extent determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are attributable to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim. In the case of an investigation, litigation or other proceeding to which the indemnity in this clause (b) applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any of the Loan Parties, any of their respective directors, security holders or creditors, an Indemnitee or any other Person or an Indemnitee is otherwise a party thereto and whether or not the transactions contemplated hereby

are consummated. All such indemnity obligations shall constitute Obligations entitled to the priority and security described in this Agreement and in the Financing Orders.

(c) Reimbursement by Lenders. To the extent that the Loan Parties for any reason fail to indefeasibly pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof) or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent) or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.10(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Law, no Loan Party shall assert, and each Loan Party hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten (10) Business Days after demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Total Commitments and the repayment, satisfaction or discharge of all the other Obligations.

**SECTION 13.05** Payments Set Aside. To the extent that any payment by or on behalf of any Loan Party is made to the Administrative Agent or any other Secured Party, or the Administrative Agent or any other Secured Party exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent

upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

**SECTION 13.06**      Successors and Assigns.

(a)      Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 13.06(b), or (ii) by way of participation in accordance with the provisions of Section 13.06(d) (and any other attempted assignment or transfer by any party hereto shall be null and void ab initio). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the other Secured Parties) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b)      Assignments by Lenders. Any Lender may at any time assign to one or more assignees all of its rights and obligations under this Agreement (including all of its Commitment(s) and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i)      Minimum Amounts.

(A)      in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B)      in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it; provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) [Reserved.]

(iii) Required Consents. No consent shall be required in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Borrowers. No such assignment shall be made to any Loan Party or any Affiliate of any Loan Party.

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural Person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.01, 3.04 and 3.05 with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, the Borrowers (at their expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 13.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrowers, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and, with respect to each Loan, all principal and interest amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrowers, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by any Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, any Borrower or the Administrative Agent, sell participations to any Person (other than a natural Person or any Borrower or any Affiliates or Subsidiaries of any Borrower) (each, a “Participant”) in all or a portion of such Lender’s rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender’s obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrowers, the Administrative Agent, the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 13.01 that affects such Participant. Subject to subsection (e) of this Section, the Borrowers agree that each Participant shall be entitled to the benefits of Sections 3.01 and 3.04 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 13.06(b).

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrowers’ and the Administrative Agent’s prior written consent. A Participant shall not be entitled to the benefits of Section 3.01 unless the Borrowers and the Administrative Agent are notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrowers and the Administrative Agent, to comply with Sections 3.01(e), 3.01(f) and 3.06 as though it were a Lender.

(f) Participant Register. The applicable Lender, acting solely for this purpose as a non-fiduciary agent of the Borrowers, shall maintain a register that is substantially similar to the Register on which it enters the name and address of each Participant to which such Lender has sold participating interests and the amount of each Participant’s interest in such Lender’s rights and/or obligations under this Agreement (the “Participant Register”). The entries in the Participant Register shall be conclusive, and such Lender shall treat each Person whose name is recorded in the Participant Register as the economic owner of the related rights and/or obligations, subject to the provisions of Sections 13.06(d) and (e). For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(g) [Reserved.]

**SECTION 13.07** Treatment of Certain Information; Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates’ respective partners, directors, officers, employees, agents, trustees, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction

over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners); provided, that unless prohibited by applicable laws, the Administrative Agent and the Lenders shall use commercially reasonable efforts to furnish prior written notice of such disclosure to the Borrowers as soon as practicable in order to afford the Borrowers an opportunity to seek a protective order; it being understood and agreed that (i) any failure to so furnish such notice shall not be deemed a breach by the Administrative Agent or the Lenders of this Agreement, and (ii) if the Borrowers are unable to obtain or does not seek a protective order prior to such time that disclosure of such Information (or any portion thereof) is due from the disclosing party, the disclosure of such Information (or such portion, and only that portion) as to which legal counsel has advised in writing is legally required to be disclosed may be made; provided, further, that before any Information is provided to any third Person under law, court order or similar process, the Administrative Agent or applicable Lender (subject to such provision of law, court order or similar process) shall use commercially reasonable efforts to notify the Borrowers and obtain reliable assurance that confidential treatment will be accorded any Information so disclosed and cooperate with the Borrowers to maintain the confidentiality of such Information, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrowers and their obligations, (g) with the consent of the Borrowers or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrowers not known by the Administrative Agent or such Lender, as applicable, to be bound by an obligation of confidentiality.

For purposes of this Section, “Information” means all information received from any Loan Party or any Affiliate thereof relating to any Loan Party or their respective Subsidiaries or their respective businesses, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by such Loan Party or any Affiliate thereof. Any Person required to maintain the confidentiality of Information as provided in this Section 13.07 shall be considered to have complied with the standard of care with which it must do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent and the Lenders acknowledges that (a) the Information may include material non-public information concerning such Loan Party or an Affiliate thereof, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

**SECTION 13.08** Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of their respective Affiliates is hereby authorized at any time

and from time to time, after obtaining the prior written consent of the Administrative Agent, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of any Loan Party against any and all of the obligations of the Loan Parties now or hereafter existing under this Agreement or any other Loan Document to such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Loan Parties may be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Lender and its Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or its Affiliates may have. Each Lender agrees to notify the Loan Parties and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

**SECTION 13.09** Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the “Maximum Rate”). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrowers. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

**SECTION 13.10** Counterparts; Electronic Signatures; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement may be executed using electronic signatures to the extent and as provided for in applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Notwithstanding the foregoing, however, the Financing Orders shall continue to govern the terms and conditions of the transactions contemplated hereby to the extent inconsistent with, or address matters not addressed in, this Agreement. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

**SECTION 13.11** Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Borrowing, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied.

**SECTION 13.12** Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**SECTION 13.13** Replacement of Lenders. If (a) any Lender requests compensation under Section 3.04, (b) the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, (c) any Lender is a Defaulting Lender, (d) any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender and that has been approved by 75% of the Lenders or (e) any other circumstance exists hereunder that gives the Borrowers the right to replace a Lender as a party hereto, then the Borrowers may, at their sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 13.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrowers shall have paid to the Administrative Agent the assignment fee specified in Section 13.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply.

**SECTION 13.14 GOVERNING LAW; JURISDICTION.**

(a) **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW OTHER THAN NEW YORK GENERAL OBLIGATION LAW SECTION 5-1401) AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA (INCLUDING THE BANKRUPTCY CODE)).**

(b) **SUBMISSION TO JURISDICTION. EACH LOAN PARTY HEREBY CONSENTS AND AGREES THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE LOAN PARTIES, THE ADMINISTRATIVE AGENT AND THE LENDERS PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT; PROVIDED, THAT THE ADMINISTRATIVE AGENT, THE LENDERS AND EACH LOAN PARTY ACKNOWLEDGE THAT ANY APPEALS FROM THE BANKRUPTCY COURT MAY HAVE TO BE HEARD BY A COURT OTHER THAN THE BANKRUPTCY COURT; PROVIDED, FURTHER, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE THE ADMINISTRATIVE AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT. EACH LOAN PARTY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH LOAN PARTY HEREBY WAIVES ANY OBJECTION THAT SUCH LOAN PARTY MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT.**

(c) **WAIVER OF VENUE. EACH LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.**

(d) **SERVICE OF PROCESS.** EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN **SECTION 13.02**. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

**SECTION 13.15** **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**SECTION 13.16** **No Advisory or Fiduciary Responsibility.** In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each Loan Party acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the services regarding this Agreement provided by the Administrative Agent and Lenders are arm's-length commercial transactions between such Loan Party and its Affiliates, on the one hand, and the Administrative Agent and Lenders, on the other hand, (B) such Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) such Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent and Lenders are and have been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for such Loan Party or any of its Affiliates, or any other Person and (B) the Administrative Agent and Lenders do not have any obligation to such Loan Party or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent and Lenders and their Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of such Loan Party and its Affiliates, and the Administrative Agent and Lenders do not have any obligation to disclose any of such interests to such Loan Party or any of its Affiliates. To the fullest extent permitted by law, each Loan Party hereby waives and releases any claims that it may have against the Administrative Agent and Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

**SECTION 13.17** **Electronic Execution of Assignments and Certain Other Documents.** The words "execution," "signed," "signature," and words of like import in any Assignment and

Assumption or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

**SECTION 13.18** USA PATRIOT Act. Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Loan Party that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”), it is required to obtain, verify and record information that identifies such Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify such Loan Party in accordance with the Act. Each Loan Party shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and the year first written.

**GO Lab, Inc.**

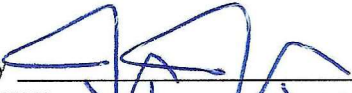
By   
Name: Matthew O'Malia  
Title: Chief Executive Officer

**GO Lab Madison, LLC**

Go Lab, Inc., its manager

By   
Name: Matthew O'Malia  
Title: Chief Executive Officer

**UMB Bank, N.A.**, as Administrative Agent

By   
Name: John A. Sanger  
Title: Vice President

**BlackRock Allocation Target Shares: Series E  
Portfolio, as Lender**

By Ryan McDonald  
Name: Ryan McDonald  
Title: Managing Director

**BlackRock Strategic Municipal Opportunities  
Fund of BlackRock Series Trust, as Lender**

By Ryan McDonald  
Name: Ryan McDonald  
Title: Managing Director

**iShares High Yield Muni Active ETF, as Lender**

By Ryan McDonald  
Name: Ryan McDonald  
Title: Managing Director

**iShares Short Duration High Yield Muni  
Active ETF, as Lender**

By Ryan McDonald  
Name: Ryan McDonald  
Title: Managing Director

**BlackRock Long-Term Municipal Advantage  
Trust (BTA), as Lender**

By Ryan McDonald  
Name: Ryan McDonald  
Title: Managing Director

**BlackRock MuniAssets Fund, Inc. (MUA),**  
as Lender

By Ryan McDonald  
Name: Ryan McDonald  
Title: Managing Director

SCHEDULES  
to  
DEBTOR-IN-POSSESSION LOAN AGREEMENT

Schedule 1.01A - Chapter 11 Cases

*In re GO Lab, Inc.*, Case No. 1:25-bk-10557 (KBO)

*In re GO Lab Madison, LLC*, Case No. 1:25-bk-10558 (KBO)

Schedule 1.01B – Guarantors

None

Schedule 2.01 – Lenders’ Commitments

|                                                                            | Applicable<br>Percentage | Commitment      |
|----------------------------------------------------------------------------|--------------------------|-----------------|
| BlackRock Allocation Target Shares: Series E Portfolio                     | 3.000000%                | \$300,000.00    |
| BlackRock Strategic Municipal Opportunities Fund of BlackRock Series Trust | 65.000000%               | \$6,500,000.00  |
| iShares High Yield Muni Active ETF                                         | 25.000000%               | \$2,500,000.00  |
| iShares Short Duration High Yield Muni Active ETF                          | 0.500000%                | \$50,000.00     |
| BlackRock Long-Term Municipal Advantage Trust (BTA)                        | 1.500000%                | \$150,000.00    |
| BlackRock MuniAssets Fund, Inc. (MUA)                                      | 5.000000%                | \$500,000.00    |
|                                                                            | Total Commitment:        | \$10,000,000.00 |

Schedule 4.01 - Initial Approved Budget

*Attached*

Schedule 5.06 - Litigation

(1) On or about June 13, 2024, Cianbro Corporation filed a complaint against GO Lab Madison in Somerset Superior Court (ME), Docket No. SKOSC-RE-2024-08, alleging claims of breach of contract, violation of the Maine Prompt Payment Act (10 M.R.S. §§ 1111-1118), quantum meruit, unjust enrichment, and mechanic’s lien. In its complaint, Cianbro asserted that, as of May 26, 2024, Cianbro was owed \$15,202,548 for its services, materials, and equipment, that Cianbro has a mechanic’s lien on GO Lab Madison, LLC’s premises, and requested that the premises be sold and sales proceeds be applied to discharge Cianbro’s lien. On August 26, 2024, GO Lab Madison, LLC filed its answer, in which it denied the allegations in Cianbro’s complaint.

(2) On or about August 7, 2024, Consolidated Electrical Distributors, Inc. d/b/a Gilman Electrical Supply (“Gilman”) filed an amended complaint against GO Lab Madison in Somerset Superior Court (ME), Docket No. SKOSC-RE-2024-07, alleging claims of enforcement of lien, breach of contract, quantum meruit, unjust enrichment, and violation of the Maine Prompt Payment

Act (10 M.R.S. §§ 1111-1118). In its complaint, Gilman asserted that, as of May 7, 2024, Gilman was owed \$144,953 for its services, materials, and equipment, that Gilman has a lien on GO Lab Madison, LLC's premises, and requested that the premises be sold and sales proceeds be applied to discharge Gilman's lien. On or about September 13, 2024, GO Lab Madison filed its answer, in which it denied the allegations in Gilman's complaint.

#### Schedule 5.13 – Subsidiaries

##### Subsidiaries of GO Lab, Inc.

| <u>Name</u>                  | <u>Percentage Owned</u> | <u>State</u> |
|------------------------------|-------------------------|--------------|
| GO Lab Madison Holdings, LLC | 100%                    | Delaware     |
| GO Lab Lending, LLC          | 95% <sup>1</sup>        | Delaware     |
| GO Lab Finance, LLC          | 100%                    | Delaware     |
| GO Lab Oregon, LLC           | 100%                    | Delaware     |

##### Subsidiary of GO Lab Madison Holdings, LLC

| <u>Name</u>         | <u>Percentage Owned</u> | <u>State</u> |
|---------------------|-------------------------|--------------|
| GO Lab Madison, LLC | 100%                    | Delaware     |

#### Schedule 5.19 - Chief Executive Office

1 Main Street, Madison, Maine

#### Schedule 5.23 - Prepetition Obligations

##### *Loan Obligations*

|                                     |              |
|-------------------------------------|--------------|
| FAME Loan Agreement ("Green Bonds") | \$85,000,000 |
| QLICI Mortgage                      | \$22,974,872 |
| 2024 SEDC Loan                      | \$2,990,000  |
| FNB Loan                            | \$288,000    |

##### *Secured Debt*

|                       |              |
|-----------------------|--------------|
| Series B Senior Loans | \$11,000,000 |
| Bridge Loans          | \$3,000,000  |
| OP Loan               | \$1,540,371  |

##### *Other Unsecured*

|                                     |             |
|-------------------------------------|-------------|
| Maine Venture Fund Convertible Note | \$3,500,000 |
|-------------------------------------|-------------|

<sup>1</sup> Joshua Henry holds the remaining 5% percentage interest.

|                                                                   |             |
|-------------------------------------------------------------------|-------------|
| Economic Recovery Program Loan Promissory Note and Loan Agreement | \$1,200,000 |
| Promissory Note – MRDA                                            | \$500,000   |
| MRDA Commercial Promissory Note                                   | \$500,000   |
| FAME Economic Recovery Loan Agreement                             | \$500,000   |
| Commercial Promissory Note – SEDC                                 | \$400,000   |
| Town of Madison                                                   | \$400,000   |
| Kennebec Valley Council of Governments                            | \$300,000   |
| Promissory Note - Anthony Maderal                                 | \$100,000   |

*Trade Debt*

|                      |              |
|----------------------|--------------|
| Mechanics Liens      | \$15,347,501 |
| Unsecured Trade Debt | \$7,095,704  |

Schedule 13.02 - Notice AddressesLoan Parties' Notice Address

c/o GO Lab, Inc.  
1 Main St.  
Madison, ME 04950  
Attn: Matthew O'Malia, Chief Executive Officer  
Email: [matthew.omalia@timberhp.com](mailto:matthew.omalia@timberhp.com)

With a copy to:  
Pierce Atwood LLP  
254 Commercial Street  
Portland, ME 04101  
Attn: Kris Eimicke, Esq.  
Email: [keimicke@pierceatwood.com](mailto:keimicke@pierceatwood.com)

With a copy to:

Cozen O'Connor  
1201 North Market Street, Suite 1001,  
Wilmington, DE 19801  
Attn: Mark E. Felger  
Email: [mfelger@cozen.com](mailto:mfelger@cozen.com)

Administrative Agent Notice Address

UMB Bank, National Association  
120 Sixth Street South, Suite 1400  
Minneapolis, MN 55402

Attention: GO Lab Madison Administrator  
Email: Loanagency@umb.com  
Cc: joshua.james@umb.com  
michael.slade@umb.com

with copies to:

ArentFox Schiff, LLP  
1301 Avenue of the Americas  
42nd Floor  
New York, NY 10019  
Attention: David L. Dubrow, Esq.  
Beth Brownstein, Esq.  
Tel.: (212) 484-3900  
Fax: (212) 484-3990  
Email: David.Dubrow@afslaw.com  
Beth.Brownstein@afslaw.com

## GO LAB, Inc. d/b/a TimberHP

DIP Budget

\$000s

As of 03/24/2025

|                                                     | 1<br>3/30          | 2<br>4/6         | 3<br>4/13        | 4<br>4/20        | 5<br>4/27        | 6<br>5/4         | 7<br>5/11          | 8<br>5/18         | 9<br>5/25         | 10<br>6/1         | 11<br>6/8         | 12<br>6/15         | 13<br>6/22        | Total              |
|-----------------------------------------------------|--------------------|------------------|------------------|------------------|------------------|------------------|--------------------|-------------------|-------------------|-------------------|-------------------|--------------------|-------------------|--------------------|
| <b>Cash Flow Budget</b>                             |                    |                  |                  |                  |                  |                  |                    |                   |                   |                   |                   |                    |                   |                    |
| 1 <b>Cash Receipts</b>                              | <b>\$48.3</b>      | <b>\$48.3</b>    | <b>\$48.3</b>    | <b>\$48.3</b>    | <b>\$48.3</b>    | <b>\$72.4</b>    | <b>\$72.4</b>      | <b>\$72.4</b>     | <b>\$72.4</b>     | <b>\$77.3</b>     | <b>\$77.3</b>     | <b>\$77.3</b>      | <b>\$77.3</b>     | <b>\$840.2</b>     |
| 2 Payroll & Benefits                                | (212.8)            | (45.5)           | (218.7)          | —                | (243.3)          | (45.5)           | (243.3)            | —                 | (243.3)           | —                 | (288.8)           | —                  | (243.3)           | (1,784.3)          |
| 3 Utilities                                         | (112.4)            | (61.1)           | (9.0)            | (9.0)            | (9.0)            | (49.6)           | (7.0)              | (7.0)             | (7.0)             | (14.5)            | (40.1)            | (7.0)              | (7.0)             | (339.7)            |
| 4 Insurance                                         | (202.0)            | (4.9)            | —                | (8.0)            | —                | (202.0)          | —                  | —                 | —                 | (202.0)           | —                 | —                  | —                 | (618.9)            |
| 5 Production Costs                                  | (57.8)             | (107.8)          | (127.8)          | (97.8)           | (103.8)          | (57.8)           | (97.8)             | (139.8)           | (127.8)           | (97.8)            | (99.8)            | (57.8)             | (97.8)            | (1,271.4)          |
| 6 Boardline Completion Costs                        | —                  | —                | (310.5)          | —                | —                | —                | (890.3)            | —                 | —                 | —                 | —                 | (904.2)            | —                 | (2,105.0)          |
| 7 Loans and Leases                                  | (14.4)             | (1.1)            | (1.0)            | (2.9)            | (19.3)           | (3.5)            | (3.1)              | (2.9)             | (19.8)            | (4.0)             | (25.6)            | (4.9)              | (1.0)             | (103.4)            |
| 8 Other Operating Disbursements                     | (10.0)             | (86.0)           | (25.5)           | (20.0)           | (10.0)           | (25.0)           | (79.5)             | (10.0)            | (15.0)            | (25.0)            | (32.4)            | (80.2)             | (15.0)            | (433.6)            |
| 9 Sales & Marketing                                 | (94.5)             | (40.3)           | (7.0)            | (7.0)            | (71.5)           | (40.3)           | (7.0)              | (7.0)             | (32.0)            | (40.3)            | (7.0)             | (7.0)              | (7.0)             | (368.0)            |
| 10 Other Expenses                                   | (30.8)             | (22.5)           | (30.8)           | (10.0)           | (30.8)           | (22.5)           | (30.8)             | (10.0)            | (30.8)            | (30.8)            | (30.8)            | (10.0)             | (30.8)            | (321.7)            |
| 11 <b>Operating Disbursements</b>                   | <b>(\$734.7)</b>   | <b>(\$369.3)</b> | <b>(\$730.3)</b> | <b>(\$154.6)</b> | <b>(\$487.7)</b> | <b>(\$446.2)</b> | <b>(\$1,358.8)</b> | <b>(\$176.7)</b>  | <b>(\$475.7)</b>  | <b>(\$414.4)</b>  | <b>(\$524.5)</b>  | <b>(\$1,071.1)</b> | <b>(\$401.9)</b>  | <b>(\$7,346.0)</b> |
| 12 DIP Fees / Cash Interest                         | —                  | —                | —                | —                | —                | —                | —                  | —                 | —                 | —                 | —                 | —                  | —                 | —                  |
| 13 Financing Fees                                   | (225.0)            | —                | —                | —                | —                | —                | —                  | —                 | —                 | —                 | —                 | —                  | —                 | (225.0)            |
| 14 Restructuring Professionals / UST / Claims Agent | (817.0)            | —                | —                | (50.0)           | —                | (542.0)          | —                  | (50.0)            | —                 | (517.0)           | —                 | (50.0)             | (399.9)           | (2,425.9)          |
| 15 <b>Non-Operating Disbursements</b>               | <b>(\$1,042.0)</b> | <b>\$0.0</b>     | <b>\$0.0</b>     | <b>(\$50.0)</b>  | <b>\$0.0</b>     | <b>(\$542.0)</b> | <b>\$0.0</b>       | <b>(\$50.0)</b>   | <b>\$0.0</b>      | <b>(\$517.0)</b>  | <b>\$0.0</b>      | <b>(\$50.0)</b>    | <b>(\$399.9)</b>  | <b>(\$2,650.9)</b> |
| 16 <b>Total Disbursements</b>                       | <b>(\$1,776.7)</b> | <b>(\$369.3)</b> | <b>(\$730.3)</b> | <b>(\$204.6)</b> | <b>(\$487.7)</b> | <b>(\$988.2)</b> | <b>(\$1,358.8)</b> | <b>(\$226.7)</b>  | <b>(\$475.7)</b>  | <b>(\$931.4)</b>  | <b>(\$524.5)</b>  | <b>(\$1,121.1)</b> | <b>(\$801.7)</b>  | <b>(\$9,996.9)</b> |
| 17 <b>Net Cash Flow (Pre-DIP Funding)</b>           | <b>(\$1,728.4)</b> | <b>(\$321.0)</b> | <b>(\$682.0)</b> | <b>(\$156.4)</b> | <b>(\$439.4)</b> | <b>(\$915.8)</b> | <b>(\$1,286.4)</b> | <b>(\$154.2)</b>  | <b>(\$403.2)</b>  | <b>(\$854.2)</b>  | <b>(\$447.3)</b>  | <b>(\$1,043.8)</b> | <b>(\$724.5)</b>  | <b>(\$9,156.6)</b> |
| 18 DIP Facility Funding / (Repayment)               | 3,250.0            | —                | —                | 3,400.0          | —                | —                | —                  | 3,350.0           | —                 | —                 | —                 | —                  | —                 | 10,000.0           |
| 19 <b>Net Cash Flow</b>                             | <b>\$1,521.6</b>   | <b>(\$321.0)</b> | <b>(\$682.0)</b> | <b>\$3,243.6</b> | <b>(\$439.4)</b> | <b>(\$915.8)</b> | <b>(\$1,286.4)</b> | <b>\$3,195.8</b>  | <b>(\$403.2)</b>  | <b>(\$854.2)</b>  | <b>(\$447.3)</b>  | <b>(\$1,043.8)</b> | <b>(\$724.5)</b>  | <b>\$843.4</b>     |
| <b>Cash Balances</b>                                |                    |                  |                  |                  |                  |                  |                    |                   |                   |                   |                   |                    |                   |                    |
| 20 Total Cash Balance                               | \$1,521.6          | \$1,200.6        | \$518.6          | \$3,762.2        | \$3,322.8        | \$2,407.0        | \$1,120.6          | \$4,316.3         | \$3,913.1         | \$3,058.9         | \$2,611.7         | \$1,567.9          | \$843.4           |                    |
| <b>Memo Items</b>                                   |                    |                  |                  |                  |                  |                  |                    |                   |                   |                   |                   |                    |                   |                    |
| 21 Beginning DIP Balance                            | —                  | 3,250.0          | 3,254.3          | 3,254.3          | 6,654.3          | 6,654.3          | 6,689.9            | 6,689.9           | 10,039.9          | 10,039.9          | 10,107.0          | 10,107.0           | 10,107.0          | —                  |
| 22 PIK Interest                                     | —                  | 4.3              | —                | —                | —                | 35.6             | —                  | —                 | —                 | 67.1              | —                 | —                  | —                 | 107.0              |
| 23 DIP Facility Funding / (Repayment)               | 3,250.0            | —                | —                | 3,400.0          | —                | —                | —                  | 3,350.0           | —                 | —                 | —                 | —                  | —                 | 10,000.0           |
| 24 <b>Outstanding DIP Facility Balance</b>          | <b>\$3,250.0</b>   | <b>\$3,254.3</b> | <b>\$3,254.3</b> | <b>\$6,654.3</b> | <b>\$6,654.3</b> | <b>\$6,689.9</b> | <b>\$6,689.9</b>   | <b>\$10,039.9</b> | <b>\$10,039.9</b> | <b>\$10,107.0</b> | <b>\$10,107.0</b> | <b>\$10,107.0</b>  | <b>\$10,107.0</b> | <b>\$10,107.0</b>  |

**EXHIBIT A****FORM OF ASSIGNMENT AND ACCEPTANCE**

Reference is made to the Debtor-In-Possession Loan Agreement, dated as of March 26, 2025 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among GO LAB INC., a Delaware corporation and debtor-in-possession under Chapter 11 of the Bankruptcy Code, GO LAB MADISON LLC, a Delaware limited liability company and debtor-in-possession under Chapter 11 of the Bankruptcy Code, (collectively the “Borrowers”), the Guarantors party thereto from time to time, the Lenders party thereto from time to time and UMB BANK, N.A., as administrative agent (in such capacity, and as further defined in Section 1.01 of the Credit Agreement, the “Administrative Agent”). Terms defined in the Credit Agreement are used herein with the same meanings.

1. The Assignor (as defined below) hereby irrevocably sells and assigns, without recourse, to the Assignee (as defined below), and the Assignee hereby irrevocably purchases and assumes, without recourse, from the Assignor, effective as of the Effective Date set forth below (the “Effective Date”) (but not prior to the registration of the information contained herein in the Register pursuant to Section 13.06(c) of the Credit Agreement), the interests set forth below (the “Assigned Interest”) in the Assignor’s rights and obligations under the Credit Agreement and the other Loan Documents, including, without limitation, the amounts and percentages set forth below of (i) the Commitments of the Assignor on the Effective Date and (ii) the Loans owing to the Assignor which are outstanding on the Effective Date. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts that have accrued to but excluding the Effective Date and to the Assignee for amounts that have accrued from and after the Effective Date. Notwithstanding the foregoing, the Administrative Agent shall make all payments of interest, fees or other amounts paid or payable in kind from and after the Effective Date to the Assignee.

2. By executing and delivering this Assignment and Acceptance, the Assignor and the Assignee shall be deemed to confirm to and agree with each other and the other parties hereto as follows: (i) the Assignor warrants that it is the legal and beneficial owner of the interest being assigned hereby free and clear of any adverse claim and it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby; (ii) except as set forth in clause (i) above, the Assignor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, or the financial condition of Holdings, the Borrowers or any Subsidiary or Affiliate or any other person obligated in respect of any Loan Document or any other instrument or document furnished pursuant thereto or the performance or observance by Holdings, the Borrowers or any Subsidiary or Affiliate or any other person of any of their respective obligations under the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto; (iii) the Assignee represents and warrants that (a) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (b) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender; (iv) the Assignee confirms that it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 6.01 of the Credit Agreement), and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance and has made such analysis and decision independently and without reliance on

any Agent, the Assignor or any other Lender; (v) the Assignee will independently and without reliance upon any Agent, the Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents; (vi) the Assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such powers as are reasonably incidental thereto; (vii) the Assignee ratifies and confirms all declarations and acts given and made by each Agent on its behalf; and (viii) the Assignee hereby agrees that it will perform in accordance with their terms all the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender. From and after the Effective Date, (i) the Assignee shall be a party to and be bound by the provisions of the Credit Agreement and the other Loan Documents and, to the extent of the interests assigned by this Assignment and Acceptance, have the rights and obligations of a Lender thereunder and under the other Loan Documents and (ii) the Assignor shall, to the extent of the interests assigned by this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement.

3. Pursuant to Section 13.06(b) of the Credit Agreement, this Assignment and Acceptance is being delivered to the Administrative Agent together with (i) if required by Section 13.06(b)(iv) of the Credit Agreement, a processing and recordation fee of \$3,500, (ii) any forms referred to in Section 3.01(e) of the Credit Agreement, duly completed and executed by such Assignee and (iii) if the Assignee is not already a Lender under the Credit Agreement, a completed Administrative Questionnaire.

4. This Assignment and Acceptance shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment and Acceptance may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Acceptance by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Assignment and Acceptance. This Assignment and Acceptance shall be governed by and construed in accordance with the laws of the State of New York and, to the extent applicable, the Bankruptcy Code.

Date of Assignment:

Legal Name of Assignor ("Assignor"): \_\_\_\_\_

Legal Name of Assignee ("Assignee"): \_\_\_\_\_

Assignee's Address for Notices: \_\_\_\_\_

Effective Date of Assignment: \_\_\_\_\_

| <b>Facility/Class</b>                   | <b>Principal Amount of<br/>Commitments/Loans<br/>Assigned<sup>1</sup></b> | <b>Percentage Assigned of<br/>Commitment/Loans (set forth,<br/>to at least 8 decimals, as a<br/>percentage of the Facility and<br/>the aggregate<br/>Commitments/Loans of all<br/>Lenders thereunder)</b> |
|-----------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interim Order Term<br>Loans/Commitments | \$                                                                        | %                                                                                                                                                                                                         |
| Final Order Term<br>Loans/Commitments   | \$                                                                        | %                                                                                                                                                                                                         |

If the Assignee is not already a Lender under the Credit Agreement, the Assignee shall deliver to the Administrative Agent an Administrative Questionnaire in a form approved by the Administrative Agent in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including federal and state securities laws.

*[Remainder of page intentionally left blank; signature pages follow.]*

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<sup>1</sup> Amount of Commitments and Loans assigned is governed by Section 13.06 of the Credit Agreement.

The terms set forth above are hereby agreed to:

, as Assignor

Accepted<sup>\*/</sup>

UMB Bank, N.A., as Administrative Agent

by: \_\_\_\_\_

\_\_\_\_\_  
Name:

Title:

, as Assignor

By: \_\_\_\_\_

\_\_\_\_\_  
Name:

Title:

by: \_\_\_\_\_

\_\_\_\_\_  
Name:

Title:

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<sup>\*/</sup> To be completed to the extent consents are required under Section 13.06(b)(iii) of the Credit Agreement.

**EXHIBIT B****COMPLIANCE CERTIFICATE**

TO: UMB BANK, N.A.  
FROM: GO LAB INC.

Date:

Reference is made to that certain Debtor-in Possession Loan Agreement, dated March 26, 2025 (as amended, restated, supplemented or otherwise modified, from time to time, the “**Agreement**”), among (i) GO LAB INC., a Delaware corporation and debtor-in-possession under Chapter 11 of the Bankruptcy Code, (ii) GO LAB MADISON LLC, a Delaware limited liability company and debtor-in-possession under Chapter 11 of the Bankruptcy Code, (collectively, “**Borrowers**”, and each, a “**Borrower**”), (iii) the GUARANTORS referred to therein and debtors-in-possession under Chapter 11 of the Bankruptcy Code (collectively, “**Guarantors**”, and each a “**Guarantor**”), (iv) the LENDERS referred to therein (collectively, “**Lenders**”, and each a “**Lender**”) and (v) UMB BANK, N.A., as the Administrative Agent (the “**Administrative Agent**”). Capitalized terms have meanings as defined in the Agreement.

The undersigned authorized officer of Holdings, hereby certifies, on behalf of Holdings and on behalf of each other Loan Party, in accordance with the terms of the Agreement as follows:

(1) Each Borrower is in compliance in all material respects for the period ending \_\_\_\_ with all covenants set forth in the Agreement; (2) no Event of Default has occurred and is continuing; and (3) the representations and warranties in the Agreement are true and correct in all material respects on this date; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further, that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date.

The undersigned certifies that all financial statements delivered herewith are in all material respects prepared in accordance with GAAP (other than, with respect to unaudited financials for the absence of footnotes and being subject to normal year-end adjustments), consistently applied from one period to the next.

**Please indicate compliance status by circling Yes/No under “Complies” column.**

| <b>Reporting Covenants</b>                                                                                                                                                                                   | <b>Required</b>                                                                                              | <b>Complies</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------------|
| Quarterly financial statements and Compliance Certificate                                                                                                                                                    | Quarterly, within 45 days                                                                                    | Yes No          |
| Board materials, including audit reports, management letters or recommendations to the board of directors                                                                                                    | Promptly after request from Administrative Agent or a Lender                                                 | Yes No          |
| Notices or other correspondence received from the SEC, United States Department of Justice or the Federal Trade Commission (or comparable agencies)                                                          | Within 5 Business Days of receipt                                                                            | Yes No          |
| Copies of Loan Parties’ filings with the Bankruptcy Court                                                                                                                                                    | Promptly                                                                                                     | Yes No          |
| Copies of monthly operating reports, projections or other information respecting Loan Parties’ business/financial condition filed with the Bankruptcy Court or provided to the U.S. Trustee or the Committee | Promptly                                                                                                     | Yes No          |
| Approved Budget compliance certificate and Variance Report                                                                                                                                                   | Weekly, every Thursday, commencing the Thursday during the second full calendar week after the Petition Date | Yes No          |
| Approved Budget supplement                                                                                                                                                                                   | Weekly, every Thursday, commencing the Thursday during the second full calendar week after the Petition Date | Yes No          |

|                                                                                             |                                                                                                              |        |
|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|--------|
| Update report regarding progress toward completing the Project and ramping up product lines | Weekly, every Thursday, commencing the Thursday during the second full calendar week after the Petition Date | Yes No |
| Legal action notices                                                                        | Promptly                                                                                                     | Yes No |
| Material change in accounting policies or financial practices                               | Promptly                                                                                                     | Yes No |

**Other Matters**

Has any Borrower or Guarantor changed its legal name, jurisdiction of organization or chief executive office? If yes, please complete details below: Yes No

Has there been any change of Chief Executive Officer, President or Chief Financial Officer of Borrower Representative? If so, please describe appointment of any interim replacement or full-time replacement by a candidate with equivalent qualifications: Yes No

Have any new Subsidiaries been formed? If yes, please provide complete schedule below. Yes No

| Legal Name of<br>Subsidiary | Jurisdiction of<br>Organization | Holder of<br>Subsidiary Equity<br>Interests | Equity Interests<br>Certificated? (Y/N) | Jurisdiction |
|-----------------------------|---------------------------------|---------------------------------------------|-----------------------------------------|--------------|
|                             |                                 |                                             |                                         |              |
|                             |                                 |                                             |                                         |              |
|                             |                                 |                                             |                                         |              |

Have any new Collateral Accounts or other bank accounts been opened? If yes, please complete schedule below. Yes No

| Accountholder | Account /<br>Intermediary | Address | Account Number | Account Control<br>Agreement in<br>place? (Y/N) |
|---------------|---------------------------|---------|----------------|-------------------------------------------------|
|               |                           |         |                |                                                 |
|               |                           |         |                |                                                 |
|               |                           |         |                |                                                 |

The following are the exceptions with respect to the certification above: (If no exceptions exist, state “No exceptions to note.”)

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Holdings:

GO LAB INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT C**

**FORM OF LOAN NOTICE**<sup>1</sup>

Date: [•], [•]

To: UMB Bank, N. A., as Administrative Agent  
120 Sixth Street South, Suite 1400  
Minneapolis, MN 55402  
Attention: GO Lab Madison, LLC Administrator  
Email: Loanagency@umb.com  
cc: joshua.james@umb.com; michael.slade@umb.com

Ladies and Gentlemen:

Reference is made to that certain Debtor-In-Possession Loan Agreement, dated as of March 26, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “***Credit Agreement***”), among **GO LAB INC.**, a Delaware corporation and debtor-in-possession under Chapter 11 of the Bankruptcy Code, **GO LAB MADISON LLC**, a Delaware limited liability company and debtor-in-possession under Chapter 11 of the Bankruptcy Code (collectively the “***Borrowers***”), the Guarantors party thereto from time to time, the Lenders party thereto from time to time, and UMB Bank, N.A., as Administrative Agent. Capitalized terms used herein without definition have the meaning assigned to such term in the Credit Agreement.

Pursuant to Section 2.02 of the Credit Agreement, this notice constitutes a Loan Notice, and the applicable Borrower hereby requests a Borrowing under the Credit Agreement, and in that connection the applicable Borrower specifies the following information with respect to such Borrowing requested hereby:

1. The principal amount of the Loans to be borrowed is: \$\_\_\_\_\_.
2. The requested date of the proposed Borrowing (which will be a Business Day) is: \_\_\_\_\_, 2025.
3. The location and number of the Borrower’s account to which the funds are to be disbursed is \_\_\_\_\_.

The undersigned hereby certifies that the amount of the Borrowing hereby requested, and the intended use of the funds to be so borrowed, are consistent with the Approved Budget, and that such funds shall be so used within the time period designated in the Approved Budget.

This Loan Notice is issued pursuant to and is subject to the Credit Agreement executed as of the date set forth above.

*[Remainder of page intentionally left blank; signature page follows]*

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<sup>1</sup> Each Loan Notice must be received by the Administrative Agent not later than 11:00 a.m. three Business Day before the requested date of any Borrowing.

Very truly yours,

**GO Lab Inc.**

By \_\_\_\_\_

Name: [NAME]

Title: [TITLE]

**GO Lab Madison, LLC**

By \_\_\_\_\_

Name: [NAME]

Title: [TITLE]

**EXHIBIT D**  
**FORM OF**  
**PROMISSORY NOTE**

[\$AMOUNT]  
[DATE]

New York, New York

**FOR VALUE RECEIVED, GO LAB INC.**, a Delaware corporation and debtor-in-possession under Chapter 11 of the Bankruptcy Code and **GO LAB MADISON LLC**, a Delaware limited liability company and debtor-in-possession under Chapter 11 of the Bankruptcy Code (collectively the “**Borrowers**”), promise to pay [LENDER NAME], a [jurisdiction] [corporation] (the “**Payee**”) or its registered assigns the principal amount of [AMOUNT] (\$[AMOUNT]) or, if less, the aggregate unpaid principal amount owing hereunder, on the dates and in the principal amounts provided in the Credit Agreement, and to pay interest on the unpaid principal amount of each such Loan, for the period commencing on the date of such Loan until such Loan shall be paid in full, at the rates per annum and on the dates provided in the hereinafter defined Credit Agreement.

This Note is one of the notes referred to in the Debtor-In-Possession Loan Agreement, dated as of March 26, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrowers, the Guarantors party thereto from time to time, the Lenders party thereto from time to time, and UMB Bank, N.A., as Administrative Agent, and evidences Loans made by the Lenders thereunder. Terms defined in the Credit Agreement are used herein with the same meanings.

This Note (this “**Note**”) is in the aggregate principal amount set forth above and is issued pursuant to and entitled to the benefits of the Credit Agreement, to which reference is hereby made for a more complete statement of the terms and conditions under which the Loan evidenced hereby was made and is to be repaid.

All payments of principal in respect of this Note shall be made in lawful money of the United States of America in immediately available dollars to the Administrative Agent. All payments of interest in respect of this Note shall be payable in kind by automatically capitalizing and adding such interest to (and constituting part of) the then-outstanding principal amount of this Note on the applicable Interest Payment Date. Unless and until an Assignment and Assumption effecting the assignment or transfer of the obligations evidenced hereby shall have been accepted by the Administrative Agent and recorded in the Register, the Borrowers, the Administrative Agent and the Lenders shall be entitled to deem and treat Payee as the owner and holder of this Note and the obligations evidenced hereby.

Payee hereby agrees, by its acceptance hereof, that before disposing of this Note or any part hereof it will make a notation hereon of all principal payments previously made hereunder and of the date to which interest hereon has been paid; provided, the failure to make a notation of any payment made on this Note shall not limit or otherwise affect the obligations of the Borrowers hereunder with respect to payments of principal of or interest on this Note.

This Note is subject to mandatory prepayment and to prepayment at the option of Borrowers, each as provided in the Credit Agreement.

THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE BORROWERS AND PAYEE HEREUNDER SHALL BE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Upon the occurrence of an Event of Default, the unpaid balance of the principal amount of this Note, together with all accrued and unpaid interest thereon, may become, or may be declared to be, due and payable in the manner, upon the conditions and with the effect provided in the Credit Agreement.

The terms of this Note are subject to amendment only in the manner provided in the Credit Agreement.

No reference herein to the Credit Agreement and no provision of this Note or the Credit Agreement shall alter or impair the obligations of the Borrowers, which are absolute and unconditional, to pay the principal of and interest on this Note at the place, at the respective times, and in the currency herein prescribed.

The Borrowers promise to pay all reasonable out-of-pocket costs and expenses, including reasonable out-of-pocket attorneys' fees, all as provided in the Credit Agreement, incurred in the collection and enforcement of this Note. The Borrowers and any endorsers of this Note hereby consent to renewals and extensions of time at or after the maturity hereof, without notice, and hereby waive diligence, presentment, protest, demand notice of every kind.

To the extent any provisions of the Note is inconsistent or conflicts with the Credit Agreement, the Credit Agreement shall control.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned has caused this Note to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**GO Lab Inc.**

By\_\_\_\_\_

Name: [NAME]

Title: [TITLE]

**GO Lab Madison, LLC**

By\_\_\_\_\_

Name: [NAME]

Title: [TITLE]

**EXHIBIT 2**

**DIP Budget**

GO LAB, Inc. d/b/a TimberHP

DIP Budget

\$000s

As of 03/24/2025

|                                                     | 1<br>3/30          | 2<br>4/6         | 3<br>4/13        | 4<br>4/20        | 5<br>4/27        | 6<br>5/4         | 7<br>5/11          | 8<br>5/18         | 9<br>5/25         | 10<br>6/1         | 11<br>6/8         | 12<br>6/15         | 13<br>6/22        | Total              |
|-----------------------------------------------------|--------------------|------------------|------------------|------------------|------------------|------------------|--------------------|-------------------|-------------------|-------------------|-------------------|--------------------|-------------------|--------------------|
| <b>Cash Flow Budget</b>                             |                    |                  |                  |                  |                  |                  |                    |                   |                   |                   |                   |                    |                   |                    |
| 1 <b>Cash Receipts</b>                              | <b>\$48.3</b>      | <b>\$48.3</b>    | <b>\$48.3</b>    | <b>\$48.3</b>    | <b>\$48.3</b>    | <b>\$72.4</b>    | <b>\$72.4</b>      | <b>\$72.4</b>     | <b>\$72.4</b>     | <b>\$72.4</b>     | <b>\$77.3</b>     | <b>\$77.3</b>      | <b>\$77.3</b>     | <b>\$840.2</b>     |
| 2 Payroll & Benefits                                | (212.8)            | (45.5)           | (218.7)          | -                | (243.3)          | (45.5)           | (243.3)            | -                 | (243.3)           | -                 | (288.8)           | -                  | (243.3)           | (1,784.3)          |
| 3 Utilities                                         | (112.4)            | (61.1)           | (9.0)            | (9.0)            | (9.0)            | (49.6)           | (7.0)              | (7.0)             | (7.0)             | (14.5)            | (40.1)            | (7.0)              | (7.0)             | (339.7)            |
| 4 Insurance                                         | (202.0)            | (4.9)            | -                | (8.0)            | -                | (202.0)          | -                  | -                 | -                 | (202.0)           | -                 | -                  | -                 | (618.9)            |
| 5 Production Costs                                  | (57.8)             | (107.8)          | (127.8)          | (97.8)           | (103.8)          | (57.8)           | (97.8)             | (139.8)           | (127.8)           | (97.8)            | (99.8)            | (57.8)             | (97.8)            | (1,271.4)          |
| 6 Boardline Completion Costs                        | -                  | -                | (310.5)          | -                | -                | -                | (890.3)            | -                 | -                 | -                 | -                 | (904.2)            | -                 | (2,105.0)          |
| 7 Loans and Leases                                  | (14.4)             | (1.1)            | (1.0)            | (2.9)            | (19.3)           | (3.5)            | (3.1)              | (2.9)             | (19.8)            | (4.0)             | (25.6)            | (4.9)              | (1.0)             | (103.4)            |
| 8 Other Operating Disbursements                     | (10.0)             | (86.0)           | (25.5)           | (20.0)           | (10.0)           | (25.0)           | (79.5)             | (10.0)            | (15.0)            | (25.0)            | (32.4)            | (80.2)             | (15.0)            | (433.6)            |
| 9 Sales & Marketing                                 | (94.5)             | (40.3)           | (7.0)            | (7.0)            | (71.5)           | (40.3)           | (7.0)              | (7.0)             | (32.0)            | (40.3)            | (7.0)             | (7.0)              | (7.0)             | (368.0)            |
| 10 Other Expenses                                   | (30.8)             | (22.5)           | (30.8)           | (10.0)           | (30.8)           | (22.5)           | (30.8)             | (10.0)            | (30.8)            | (30.8)            | (30.8)            | (10.0)             | (30.8)            | (321.7)            |
| 11 <b>Operating Disbursements</b>                   | <b>(\$734.7)</b>   | <b>(\$369.3)</b> | <b>(\$730.3)</b> | <b>(\$154.6)</b> | <b>(\$487.7)</b> | <b>(\$446.2)</b> | <b>(\$1,358.8)</b> | <b>(\$176.7)</b>  | <b>(\$475.7)</b>  | <b>(\$414.4)</b>  | <b>(\$524.5)</b>  | <b>(\$1,071.1)</b> | <b>(\$401.9)</b>  | <b>(\$7,346.0)</b> |
| 12 DIP Fees / Cash Interest                         | -                  | -                | -                | -                | -                | -                | -                  | -                 | -                 | -                 | -                 | -                  | -                 | -                  |
| 13 Financing Fees                                   | (225.0)            | -                | -                | -                | -                | -                | -                  | -                 | -                 | -                 | -                 | -                  | -                 | (225.0)            |
| 14 Restructuring Professionals / UST / Claims Agent | (817.0)            | -                | -                | (50.0)           | -                | (542.0)          | -                  | (50.0)            | -                 | (517.0)           | -                 | -                  | -                 | (2,425.9)          |
| 15 <b>Non-Operating Disbursements</b>               | <b>(\$1,042.0)</b> | <b>\$0.0</b>     | <b>\$0.0</b>     | <b>(\$50.0)</b>  | <b>\$0.0</b>     | <b>(\$542.0)</b> | <b>\$0.0</b>       | <b>(\$50.0)</b>   | <b>\$0.0</b>      | <b>(\$517.0)</b>  | <b>\$0.0</b>      | <b>(\$50.0)</b>    | <b>(\$399.9)</b>  | <b>(\$2,650.9)</b> |
| 16 <b>Total Disbursements</b>                       | <b>(\$1,776.7)</b> | <b>(\$369.3)</b> | <b>(\$730.3)</b> | <b>(\$204.6)</b> | <b>(\$487.7)</b> | <b>(\$988.2)</b> | <b>(\$1,358.8)</b> | <b>(\$226.7)</b>  | <b>(\$475.7)</b>  | <b>(\$931.4)</b>  | <b>(\$524.5)</b>  | <b>(\$1,121.1)</b> | <b>(\$801.7)</b>  | <b>(\$9,996.9)</b> |
| 17 <b>Net Cash Flow (Pre-DIP Funding)</b>           | <b>(\$1,728.4)</b> | <b>(\$321.0)</b> | <b>(\$682.0)</b> | <b>(\$156.4)</b> | <b>(\$439.4)</b> | <b>(\$915.8)</b> | <b>(\$1,286.4)</b> | <b>(\$154.2)</b>  | <b>(\$403.2)</b>  | <b>(\$854.2)</b>  | <b>(\$447.3)</b>  | <b>(\$1,043.8)</b> | <b>(\$724.5)</b>  | <b>(\$9,156.6)</b> |
| 18 DIP Facility Funding / (Repayment)               | 3,250.0            | -                | -                | 3,400.0          | -                | -                | -                  | 3,350.0           | -                 | -                 | -                 | -                  | -                 | 10,000.0           |
| 19 <b>Net Cash Flow</b>                             | <b>\$1,521.6</b>   | <b>(\$321.0)</b> | <b>(\$682.0)</b> | <b>\$3,243.6</b> | <b>(\$439.4)</b> | <b>(\$915.8)</b> | <b>(\$1,286.4)</b> | <b>\$3,195.8</b>  | <b>(\$403.2)</b>  | <b>(\$854.2)</b>  | <b>(\$447.3)</b>  | <b>(\$1,043.8)</b> | <b>(\$724.5)</b>  | <b>\$843.4</b>     |
| <b>Cash Balances</b>                                |                    |                  |                  |                  |                  |                  |                    |                   |                   |                   |                   |                    |                   |                    |
| 20 Total Cash Balance                               | \$1,521.6          | \$1,200.6        | \$518.6          | \$3,762.2        | \$3,322.8        | \$2,407.0        | \$1,120.6          | \$4,316.3         | \$3,913.1         | \$3,058.9         | \$2,611.7         | \$1,567.9          | \$843.4           | \$843.4            |
| <b>Memo Items</b>                                   |                    |                  |                  |                  |                  |                  |                    |                   |                   |                   |                   |                    |                   |                    |
| 21 Beginning DIP Balance                            | -                  | 3,250.0          | 3,254.3          | 3,254.3          | 6,654.3          | 6,654.3          | 6,689.9            | 6,689.9           | 10,039.9          | 10,039.9          | 10,107.0          | 10,107.0           | 10,107.0          | -                  |
| 22 PIK Interest                                     | -                  | 4.3              | -                | -                | -                | 35.6             | -                  | -                 | -                 | 67.1              | -                 | -                  | -                 | 107.0              |
| 23 DIP Facility Funding / (Repayment)               | 3,250.0            | -                | -                | 3,400.0          | -                | -                | -                  | 3,350.0           | -                 | -                 | -                 | -                  | -                 | 10,000.0           |
| 24 <b>Outstanding DIP Facility Balance</b>          | <b>\$3,250.0</b>   | <b>\$3,254.3</b> | <b>\$3,254.3</b> | <b>\$6,654.3</b> | <b>\$6,654.3</b> | <b>\$6,689.9</b> | <b>\$6,689.9</b>   | <b>\$10,039.9</b> | <b>\$10,039.9</b> | <b>\$10,107.0</b> | <b>\$10,107.0</b> | <b>\$10,107.0</b>  | <b>\$10,107.0</b> | <b>\$10,107.0</b>  |