

BONDS ELLIS EPPICH SCHAFFER JONES LLP

Joshua N. Eppich (TX 24050567)
Ken Green (TX 24036677)
Eric T. Haitz (TX 24101851)
420 Throckmorton Street, Suite 1000
Fort Worth, Texas 76102
(817) 405-6900 telephone
(817) 405-6902 facsimile
Email: joshua@bondsellis.com
Email: ken.green@bondsellis.com
Email: eric.haitz@bondsellis.com

Proposed Counsel for the Debtors

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

In re:	§ Chapter 11
	§
	§ Case No. 25-90010
GROFF TRACTOR MID ATLANTIC, LLC, <i>et al.</i>	§
	§ (Jointly Administered)
	§
Debtors.¹	§
	§

**DEBTORS' EMERGENCY MOTION FOR ENTRY OF INTERIM AND FINAL
ORDERS (I) AUTHORIZING USE OF CASH COLLATERAL PURSUANT TO 11 U.S.C.
§ 363, (II) GRANTING ADEQUATE PROTECTION PURSUANT TO 11 U.S.C. §§ 361
AND 363, (III) GRANTING PROTECTIONS UNDER 11 U.S.C. § 364 FOR
CONTINUATION OF THE PURCHASE CARD PROGRAM, (IV) MODIFYING THE
AUTOMATIC STAY, (V) SCHEDULING A FINAL HEARING, AND (VI) GRANTING
RELATED RELIEF**

EMERGENCY RELIEF HAS BEEN REQUESTED. RELIEF IS REQUESTED NOT LATER THAN 10:00 A.M. ON OCTOBER 28, 2025.
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IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST APPEAR AT THE HEARING IF ONE IS SET, OR FILE A WRITTEN RESPONSE PRIOR TO THE DATE THAT RELIEF IS REQUESTED IN THE PRECEDING PARAGRAPH. OTHERWISE,

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification numbers, are: Groff Tractor Mid Atlantic, LLC (7629), Dealer 2023 LLC (3275), and Groff Tractor Holdings, LLC (0486), and the location of the service address for the Debtors is: 1460 Main Street, Suite 200, Southlake, TX 76092.

THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

A HEARING WILL BE CONDUCTED ON THIS MATTER ON OCTOBER 28, 2025, AT 10:00 A.M. IN ROOM 204, U.S. COURTHOUSE, 501 W. TENTH STREET, FORT WORTH, TEXAS 76102. YOU MAY PARTICIPATE IN THE HEARING EITHER IN PERSON OR BY AN AUDIO AND VIDEO CONNECTION.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT 1.650.479.3207, MEETING ID: 2309 445 3213. VIDEO COMMUNICATION WILL BE BY USE OF THE CISCO WEBEX PLATFORM. CONNECT VIA THE CISCO WEBEX APPLICATION OR CLICK THE LINK ON JUDGE MORRIS'S HOME PAGE. THE MEETING CODE IS 2309-445-3213. CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF ELECTRONIC HEARINGS. TO MAKE YOUR APPEARANCE, CLICK THE "ELECTRONIC APPEARANCE" LINK ON JUDGE MORRIS'S HOME PAGE. SELECT THE CASE NAME, COMPLETE THE REQUIRED FIELDS AND CLICK "SUBMIT" TO COMPLETE YOUR APPEARANCE.

Groff Tractor Mid Atlantic, LLC ("GTMA"), Dealer 2023 LLC ("Dealer") and Groff Tractor Holdings, LLC ("Holdings," and collectively with GTMA and Dealer, the "Debtors") hereby move the Court for entry of an Order approving Debtors' use of cash collateral (this "Motion") and represent as follows:

I. CONCISE STATEMENT OF RELIEF REQUESTED

1. By this Motion, pursuant to Sections 105(a), 361, 362, 363, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), and Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Debtors hereby seek entry of interim (the "Interim Order"), substantially in the form attached as **Exhibit 1**, and final orders:

- a. authorizing the Debtors to (i) use cash collateral, as such term is defined in Section 363(a) of the Bankruptcy Code ("Cash Collateral"), and all other Prepetition Collateral, in accordance with the terms of the Interim Order and Final Order, and (ii) provide adequate protection to Lenders, as defined below;

- b. authorizing the Debtors to grant adequate protection replacement liens and superpriority administrative expense claims;
- c. modifying the automatic stay imposed by Section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the Interim Order;
- d. except to the extent of the Carve Out, and subject to entry of the Final Order, the waiver of all rights to surcharge any Prepetition Collateral or Collateral under Sections 506(c) or 552(b) of the Bankruptcy Code or any other applicable principal of equity or law;
- e. scheduling an interim hearing (the “Interim Hearing”) to consider the relief sought in the Motion and entry of the proposed Interim Order;
- f. scheduling a final hearing (the “Final Hearing”) to consider entry of the Final Order granting the relief requested in the Motion on a final basis; and
- g. waiving any applicable stay with respect to the effectiveness and enforceability of the Interim Order (including a waiver pursuant to Bankruptcy Rule 6004(h)).

2. In support of this Motion, the Debtors respectfully submit the *Declaration of Michael Juniper in Support of Debtors’ Emergency Motion for Entry of Interim and Final Orders (i) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361 and 363, (iii) Granting Protections Under 11 U.S.C. § 364 for Continuation of the Purchase Card Program, (iv) Modifying the Automatic Stay, (v) Scheduling a Final Hearing, and (vi) Granting Related Relief (“Declaration”)*, attached as **Exhibit**

2.

II. JURISDICTION AND VENUE

3. This Court has jurisdiction over these Chapter 11 Cases and this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the District Court’s Miscellaneous Order No. 33, *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc*, dated August 3, 1984. This is a core proceeding within the meaning of 28 U.S.C. § 157(b). Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtors confirm their consent, pursuant to Bankruptcy Rule

7008, to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connections herewith consistent with Article III of the United States Constitution.

4. The statutory bases for the relief requested herein are sections 105(a), 363, 503(b) and 507(a) of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, and 9014, and Rules 4001-1 and 9013-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas (the “Local Rules”).

III. BACKGROUND

5. On October 14, 2025 (the “Petition Date”), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”). Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors are continuing to operate their businesses and manage their financial affairs as debtors in possession.

6. No request for a trustee or examiner has been made in these Chapter 11 Cases, and no committees have been appointed or designated.

7. Additional information regarding the Debtors and these Chapter 11 Cases, including their business operations, their capital and debt structures, and the events leading to the filing of these Chapter 11 Cases, is set forth in the First Day Declaration (Docket No. 43) and the Declaration.²

IV. PRELIMINARY STATEMENT

8. The Debtors require immediate access to Cash Collateral in order to preserve and maximize the value of their assets in the critical early stages of these Chapter 11 Cases, as the Debtors continue to operate their dealerships for the benefit of all stakeholders while continuing a

² Capitalized terms used but not defined in this Motion shall have the meanings ascribed to such terms in the First Day Declaration (Docket No. 43) and the Declaration, as applicable.

marketing and sale process for their assets. Absent access to Cash Collateral, the Debtors will lack the financial wherewithal to operate their businesses and are likely to have no choice but to immediately cease operations, diminishing the value of the Prepetition Collateral and the Debtors' estates more generally.

9. The Administrative Agent and Lenders have consented to the Debtors' use of Cash Collateral, solely in accordance with the terms of the Interim Order and Approved Budget. The Debtors further submit that the Administrative Agent and Lenders are adequately protected against potential diminution in value of their Prepetition Collateral by (a) a robust adequate protection package that includes cash payments of interest, fees, and expenses, as well as replacement liens, superpriority claims, and other important protections, and (b) the Debtors' continued use of Cash Collateral, which is essential to preserve the Prepetition Collateral and mitigate the risk that it diminishes in value.

V. STATEMENT OF MATERIAL TERMS

10. The following chart contains a summary of the material terms of the Interim Order in accordance with Bankruptcy Rules 4001(b)(1)(B) and 4001(c)(1)(B)³:

Term	Summary of Material Terms/Significant Provisions Pursuant to Bankruptcy Rule 4001
Parties with an Interest in Cash Collateral Bankruptcy Rule 4001(b)(1)(B)(i)	- Manufacturers and Traders Trust Company - Lenders (as defined below)
Use of Cash Collateral Bankruptcy Rule 4001(b)(1)(B)(ii)	To preserve and maintain the value of their assets and businesses and maximize the return to all creditors, the Debtors request to use the Cash Collateral, consistent with the Approved Budget (as defined in the Interim Order), for working capital purposes, other general corporate purposes of the Debtors, and the satisfaction of costs and expenses of administering the chapter 11 cases.
Budget	The use of Cash Collateral is subject to the Approved Budget, attached to the Interim Order as Exhibit A . A test period for purposes of testing compliance

³ To the extent of any inconsistency between this Summary of the provisions of the Interim Order, the Interim Order shall govern for all purposes.

Term	Summary of Material Terms/Significant Provisions Pursuant to Bankruptcy Rule 4001
Bankruptcy Rule 4001 (c)(1)(B)(ii)	with the Approved Budget shall include both a Two Week Measurement Period and a Cumulative Period with respect to a Two Week Measurement Period. As used herein, a “Material Budget Deviation” shall occur at any time any of the following occurs: (i) the actual Cash Receipts in any Test Period are less than eighty-five percent (85%) of the projected Cash Receipts set forth in the Approved Budget for such Measurement Period; (ii) the actual Total Operating Disbursements in any Test Period are more than one hundred fifteen percent (115%) of the Total Operating Disbursements set forth in the Approved Budget for such Measurement Period; and (iii) the cash balance is less than zero dollars (\$0.00) in any Test Period. For any extraordinary expenditures that may arise during the Cash Collateral Period which are not included in the Approved Budget, Borrower and Guarantors shall seek the written approval of Administrative Agent for expenditures, and Administrative Agent, in its sole discretion exercised in good faith, agrees to discuss with Borrower and Guarantors a resolution of the same.
Adequate Protection Bankruptcy Rules 4001(b)(1)(B)(iv)	Administrative Agent and other Lenders are entitled to adequate protection of their interests in Pre-Petition Collateral and Postpetition Collateral, including as a result from the use of Cash Collateral. Administrative Agent and other Lenders are granted the following: • Under the Bankruptcy Code Sections 361, 362 and 363 as security, to the extent of any diminution in the value of the Prepetition Collateral and Postpetition Collateral, including, without limitation, as a result of the use by Borrower and Guarantors of any Cash Collateral or of the other assets subject to Administrative Agent’s and other Lenders’ prepetition liens and security interests, on and after the Petition Date, valid, binding, enforceable, non-avoidable and automatically perfected first priority replacement liens on and security interests in (collectively, the “<u>Replacement Liens</u>”) all currently owned and hereafter acquired assets or properties of Debtors and their estates, including, without limitation, but only upon entry of a Final Order, the proceeds of avoidance actions (the “<u>Avoidance Proceeds</u>”) arising under Chapter 5 of the Bankruptcy Code (collectively, the “<u>Postpetition Collateral</u>”). Administrative Agent’s and other Lenders’ liens and security interests in the Prepetition Collateral and Postpetition Collateral are subject only to (i) the fees payable to the Clerk of the Bankruptcy Court and the Office of the United States Trustee, and (ii) prior valid and perfected Permitted Liens (as defined in the Credit Agreement), including without limitation, the Prepetition Floor Plan Lenders in accordance with the Intercreditor Agreements. The liens and security interests granted herein shall not be made on parity with, or subordinated to any other lien or security interest under Section 364(d) of the Bankruptcy Code or otherwise, unless consented to by the Administrative Agent. • Pursuant to Bankruptcy Code Sections 507(b) and 361, an allowed super-priority administrative expense claim (senior to all other administrative expense claims of any kind) to the extent of any diminution of the value of the Prepetition Collateral and Postpetition Collateral, including, without limitation, as a result of the use by the Borrower and Guarantors of any Cash Collateral or other assets subject to Administrative Agent’s and the other Secured Parties’ pre-petition liens and security interest, following the commencement of the Debtors’ bankruptcy cases, having priority over any and all other administrative

Term	Summary of Material Terms/Significant Provisions Pursuant to Bankruptcy Rule 4001
	expenses of the kind specified in, or ordered pursuant to, Bankruptcy Code Sections 105, 326, 328, 330, 331, 503(b), 507(a), 507(b) and/or 726(b) (collectively, the “<u>Super-Priority Claims</u>”). No costs or administrative expenses which have been or may be incurred in the Debtors’ Chapter 11 Cases or in any subsequent case(s) under Chapter 7 of the Bankruptcy Code, and no priority claims, are or will be, prior to or on a parity with the respective claims of Administrative Agent and the other Secured Parties, which Prepetition 507(b) Claim shall be payable from and have recourse to all Adequate Protection Collateral and all proceeds thereof (including, without limitation, subject to entry of the Final Order, the Avoidance Proceeds). With respect to the Collateral, the Prepetition 507(b) Claim shall be senior to all other claims of any kind. • The Borrower and Guarantors are authorized and empowered, but not required during the Cash Collateral Period, to pay all fees, expenses, and other amounts (other than principal and interest), each of which shall, in each case, accrue and be payable at the rates and times provided for under the respective Loan Documents, including at the default rate specified in the Loan Documents (the “<u>Adequate Protection Payments</u>”). • The Borrower and Guarantors are authorized and empowered, but not required during the Cash Collateral Period, to pay all of the out of pocket fees, costs and expenses of Administrative Agent, including, without limitation, the reasonable and documented fees and expenses of Otterbourg P.C., Munsch Hardt Kopf & Harr, P.C., and BRG (collectively, the “<u>Adequate Protection Professional Fees and Expenses</u>”).
Carve Out Bankruptcy Rule 4001(b)(1)(B)(iii)	The Interim Order does not provide for a “Carve Out” for statutory fees and allowed professional fees of the Debtors and any Committee appointed in the chapter 11 cases pursuant to section 1103 of the Bankruptcy Code, but the Parties are prepared to negotiate such a Carve-Out during the period covered by a following Interim/Final Order.
Termination Bankruptcy Rule 4001(b)(1)(B)(iii)	The Borrower’s and Guarantors’ right to use Cash Collateral in accordance with the Interim Order shall terminate immediately upon the earlier of (each of the following a “<u>Termination Event</u>”) a. the end of the Cash Collateral Period, unless otherwise extended by the Administrative Agent; b. the entry of an order of this Court terminating such right; or c. upon two business days’ written notice to the Borrower and Guarantors, Debtors’ counsel, and the Office of the U.S. Trustee of the occurrence of an Event of Default. An “<u>Event of Default</u>” shall mean (a) the failure of the Borrower and Guarantors to comply with the terms and conditions of this Interim Order; (b) the failure of the Borrower and Guarantors to achieve the Milestones (as defined in the Interim Order); (c) the occurrence of a Material Budget Deviation; (d) the entry of an

Term	Summary of Material Terms/Significant Provisions Pursuant to Bankruptcy Rule 4001
	order dismissing any of the Debtors' Chapter 11 Cases or converting any of the Debtors' cases to a case under Chapter 7 of the Bankruptcy Code; or (e) the entry of any order of the Court that impairs in any way the security interests and liens granted to Administrative Agent and the other Lenders in the Prepetition Collateral and Postpetition Collateral.
Remedies after Termination and Modification of the Automatic Stay Bankruptcy Rule 4001(b)(1)(B)(iii)	The Interim Order provides certain remedies to the Administrative Agent and other Lenders upon a Termination Event, including vacating and modifying the automatic stay, subject to a two business day waiting period and Debtors' right to seek a hearing on shortened notice to determine if an Event of Default has occurred, to the extent necessary to permit the Administrative Agent and other Lenders to exercise all rights and remedies against the Pre-Petition Collateral and the Postpetition Collateral, including the Cash Collateral, provided for in the Interim Order, the Loan Documents, and applicable law.
Stipulations and Agreements of the Debtors Bankruptcy Rule 4001(b)(1)(B)(iii)	Paragraph G of the Interim Order contains various stipulations to the validity, perfection, and priority of the Administrative Agent and Lenders' Prepetition Liens, the Prepetition Loan Documents, and the Prepetition Collateral, including Cash Collateral.
Binding Effect of the Debtors' Stipulations on Third Parties Bankruptcy Rule 4001(b)(1)(B)(iii)	The Borrower's and Guarantors' stipulations, admissions, agreements and releases contained in the Interim Order shall be binding upon the Borrower and Guarantors in all circumstances and for all purposes. The Borrower's and Guarantors' stipulations, admissions, agreements and releases contained in the Interim Order shall be binding upon all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases and any other person or entity acting or seeking to act on behalf of the Debtors' estates including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors, in all circumstances and for all purposes unless: (a) such committee or any other party in interest with requisite standing (subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to do so) has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, <i>inter alia</i> , in this paragraph) by no later than (i) the earlier of 60 calendar days after the appointment of the Creditors' Committee or 5 business days prior to the hearing on the Sale (as defined in the Interim Order); and (ii) any such later date as (x) has been agreed to by the Administrative Agent with respect to the Obligations or the Prepetition Liens, or (y) has been ordered by the Court for cause upon a motion filed and served within any applicable period (the time period established by the foregoing clauses (i)-(ii), the " <u>Challenge Period</u> "), (A) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition Debt or the Prepetition Liens, or (B) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, the " <u>Challenges</u> ") against the Administrative Agent and the other Secured Parties or their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (each, a " <u>Representative</u> " and, collectively, the " <u>Representatives</u> ") in connection with matters related to the Prepetition Loan Documents, the Prepetition Debt, the Prepetition Liens and the Prepetition Collateral; and (b) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or

Term	Summary of Material Terms/Significant Provisions Pursuant to Bankruptcy Rule 4001
	contested matter; <i>provided, however</i> , that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred.
Waiver of Rights Under Section 506(c) Bankruptcy Rule 4001(c)(1)(x)	Subject to entry of the Final Order, all rights to surcharge the interests of the Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code or any other applicable principle or equity or law shall be and are hereby finally and irrevocably waived, and such waiver shall be binding upon the Debtors and all parties in interest in the Chapter 11 Cases.
Provisions Affecting Consideration of the Equities of the Case under Section 552(b)(1) Bankruptcy Rule 4001(c)(1)(B)(i)	Subject to entry of the Final Order, the Administrative Agent and Lenders 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 Administrative Agent or the Lenders with respect to proceeds, products, offspring or profits of any of the Prepetition Collateral or the Collateral.

VI. PREPETITION AGREEMENTS

11. On February 1, 2023, the Debtors and Groff Resources Holdings, LLC, a Texas limited liability company (“Resources”) as a Guarantor entered into secured financing arrangements with Manufacturers and Traders Trust Company (“M&T”) as administrative agent (in such capacity, “Administrative Agent”) for the financial institutions from time to time party thereto as lenders (each a “Lender” and collectively, the “Lenders”), and Lenders pursuant to which Lenders and Administrative Agent agreed to make revolving loans and advances available to Borrower presently in the amount of up to \$77,000,000 as set forth in the Amended and Restated Credit Agreement, dated as of February 1, 2023, among Debtors and Resources, Administrative Agent and Lenders, as amended by the Limited Waiver and First Amendment to Amended and Restated Credit Agreement, dated as of July 20, 2023, the Forbearance Agreement and Second Amendment to Credit Agreement, dated as of December 21, 2023 (the “Forbearance Agreement”), as further amended by Amendment No. 1 to Forbearance Agreement and Third Amendment to Credit Agreement, March 22, 2024, Amendment No. 2 to Forbearance Agreement and Fourth Amendment to Credit Agreement, dated as of June 28, 2024, Amendment No. 3 to Forbearance

Agreement and Fifth Amendment to Credit Agreement, dated as of October 24, 2024, Amendment No. 4 to Forbearance Agreement and Sixth Amendment to Credit Agreement, dated as of February 21, 2025, Amendment No. 5 to Forbearance Agreement and Seventh Amendment to Credit Agreement, dated March 14, 2025, Amendment No. 6 to Forbearance Agreement and Eighth Amendment to Credit Agreement, dated May 6, 2025, and Amendment No. 7 to Forbearance Agreement and Ninth Amendment to Credit Agreement, dated June 24, 2025 (together with the Forbearance Agreement as in effect immediately prior to the Petition Date, the “Prepetition Credit Agreement”).

12. In connection with the credit facility under the Prepetition Credit Agreement, (a) GTMA, Dealer 2023, and Resources (GTMA, Dealer 2023 and Resources, each individually a “Guarantor” and collectively, “Guarantors”) absolutely and unconditionally guaranteed the payment in full of the Obligations (as defined in the Prepetition Credit Agreement) of Groff Tractor Holdings, LLC (the “Borrower”) and of the Guaranteed Obligations of each other Guarantor (other than itself) pursuant to the terms of the continuing guarantee set forth in the Prepetition Credit Agreement and (b) the Borrower and Guarantors granted a security interest in and to substantially all of their assets and properties to secure the Obligations, including the Guaranteed Obligations, as set forth in the Amended and Restated Pledge and Security Agreement, dated as of February 1, 2023, by the Borrower and Guarantors in favor of the Administrative Agent, the Lenders and the other Secured Parties (as defined in the Prepetition Credit Agreement) (as in effect immediately prior to the Petition Date, the “Prepetition Security Agreement”) and together with all other agreements, guaranties, documents, notes, instruments and Uniform Commercial Code filings executed and/or delivered to or for the benefit of Administrative Agent and the other Secured Parties in connection with or related to the Prepetition Credit Agreement (together with the

Prepetition Credit Agreement and the Prepetition Security Agreement, all as in effect immediately prior to the Petition Date, collectively, the “Prepetition Loan Documents”).

13. Pursuant to the Prepetition Credit Agreement and the other Prepetition Loan Documents, Administrative Agent and the other Secured Parties made advances and provided other credit and financial accommodations to the Borrower and Guarantors secured by substantially all of the assets of the Borrower and the Guarantors.

VII. BASIS FOR RELIEF REQUESTED

A. The Debtors Should Be Authorized to Use the Cash Collateral

14. The Debtors’ use of property of their estates, including the Cash Collateral, is governed by section 363 of the Bankruptcy Code, which provides in relevant part that:

If the business of the debtor is authorized to be operated under section . . . 1108 . . . of this title and unless the court orders otherwise, the [debtor] may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

11 U.S.C. § 363(c)(1). Additionally, pursuant to section 363(c)(2) of the Bankruptcy Code, a debtor may not use cash collateral unless “(A) each entity that has an interest in such cash collateral consents, or (B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section.” 11 U.S.C. § 363(c)(2).

15. The Administrative Agent and the Lenders have consented to the Debtors’ use of Cash Collateral conditioned on the provisions of the proposed Interim Order, which among things, provides adequate protection and in according with the Approved Budget. The Debtors request that the Court authorize the Debtors’ use of Cash Collateral here as the Administrative Agent and the Lenders are adequately protected against diminution in value of their collateral under the terms of the proposed Interim Order.

B. The Debtors' Proposed Grant of Adequate Protection to Use Cash Collateral is Appropriate and Sufficient

16. The Administrative Agent and the Lenders are entitled to adequate protection of their interests in the Prepetition Collateral under section 363(e) of the Bankruptcy Code, which requires Debtors to provide adequate protection of their secured lenders' interests in cash collateral in order to use such cash collateral, and section 362(d)(1) of the Bankruptcy Code, which entitles secured creditors to adequate protection against diminution in the value of their interests in collateral due to the imposition of the automatic stay. *See In re Cont'l Airlines*, 91 F.3d 553, 556 (3d Cir. 1996) (en banc). Although section 361 of the Bankruptcy Code provides examples of forms of adequate protection, such as granting replacement liens and making adequate protection payments, courts decide what constitutes sufficient adequate protection on a case by case basis. *See, e.g., In re Swedeland Dev. Grp., Inc.*, 16 F.3d 552, 564 (3d Cir. 1994); *In re Satcon Tech. Corp.*, No. 12- 12869 (KG), 2012 WL 6091160, at *6 (Bankr. D. Del. Dec. 7, 2012); *In re Columbia Gas Sys., Inc.*, Nos. 91-803, 91-804, 1992 WL 79323, at *2 (Bankr. D. Del. Feb. 18, 1992); *see also In re Dynaco Corp.*, 162 B.R. 389, 394 (Bankr. D.N.H. 1993) (citing 2 Collier on Bankruptcy ¶ 361.01[1] at 361-66 (15th ed. 1993) (explaining that adequate protection can take many forms and "must be determined based upon equitable considerations arising from the particular facts of each proceeding")); *In re Beker Indus. Corp.*, 58 B.R. 725, 736 (Bankr. S.D.N.Y. 1986) (the application of adequate protection "is left to the vagaries of each case, but its focus is protection of the secured creditor from diminution in the value of its collateral during the reorganization process" (citation omitted)).

17. As described herein and as set forth in the proposed Interim Order, the Debtors intend to provide the Administrative Agent and the Lenders with adequate protection in the form of: (a) adequate protection liens and superpriority claims (in each case, to the extent of any

diminution in value of the Prepetition Collateral); (b) all fees, expenses, and other amounts (other than principal and interest), each of which shall, in each case, accrue and be payable at the rates and times provided for under the respective Loan Documents, including at the default rate specified in the Loan Documents.; and (c) the Debtors' undertakings under various covenants and reporting obligations set forth in the Interim Order. This adequate protection package was the product of vigorous, good faith negotiations among the Debtors and the Administrative Agent and Lenders.

18. Moreover, the Administrative Agent and the Lenders are adequately protected by virtue of the Debtors' proposed use of the Cash Collateral, in that the Debtors' use of Cash Collateral to pay necessary expenses will prevent degradation of the value of the Prepetition Collateral that would occur if such amounts were not paid, to the benefit of the Administrative Agent, the Lenders, and all other stakeholders. The use of Cash Collateral to preserve the value of a secured creditor's collateral can constitute "adequate protection" for Bankruptcy Code purposes. *See, e.g., In re 495 Cent. Park Ave. Corp.*, 136 B.R. 626, 631 (Bankr. S.D.N.Y. 1992) (noting that, in determining whether protection is "adequate," courts consider "whether the value of the debtor's property will increase as a result of the" use of collateral); *In re Salem Plaza Assocs.*, 135 B.R. 753, 758 (Bankr. S.D.N.Y. 1992) (holding that debtor's use of cash collateral from shopping center to pay operating expenses, thereby "preserv[ing] the base that generates the income stream," provided adequate protection to the secured creditor).

19. As discussed further in the Declaration, the Debtors' inability to access Cash Collateral during the Interim Period would jeopardize the Debtors' critical relationships with employees and key vendors, and necessitate a shutdown of the Debtors' operations, which would affect the value of the Prepetition Collateral.

20. Therefore, the Debtors' continued access to cash collateral will itself prevent the

diminution in value of the Prepetition Collateral for which the Administrative Agent and Lenders are entitled to adequate protection. The Debtors respectfully submit that their continued usage of cash collateral to preserve the value of the Prepetition Collateral, combined with the adequate protection package being offered to the Administrative Agent and Lenders under the proposed Interim Order, constitutes appropriate and sufficient adequate protection.

C. Request for Interim Relief

21. A final hearing on a motion to use cash collateral may not be commenced before fourteen days after service of the applicable motion. FED. R. BANKR. P. 4001(b)(2). Courts may, however, conduct a preliminary hearing before the expiration of that fourteen-day period and authorize the use of cash collateral to avoid immediate and irreparable harm to. FED. R. BANKR. P. 4001(b)(2). Courts apply the business-judgment standard when examining requests under Bankruptcy Rule 4001. *See In re Cont'l Air Lines, Inc.*, 780 F.2d 1223, 1226 (5th Cir. 1986). As set forth herein, the immediate authorization to use the Cash Collateral, on an interim basis, as requested in this Motion is necessary to avoid immediate and irreparable harm.

22. The Debtors request that the Court conduct an emergency preliminary hearing on the Motion and authorize the Debtors to use the Cash Collateral as necessary on an interim basis until a final hearing. This will ensure that the Debtors avoid immediate and irreparable harm.

D. Request for a Final Hearing

23. Pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2), the Debtors request that the Court set a date for consideration of entry of the Final Order. The Debtors request that they be authorized to serve a copy of the signed Interim Order, which fixes the time and date for the filing of any objections by first class mail upon the notice parties listed below. The Debtors further request that the Court consider such notice of the Final Hearing to be sufficient notice under Bankruptcy Rule 4001(c)(2).

VIII. EMERGENCY CONSIDERATION

24. Pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case “to the extent that relief is necessary to avoid immediate and irreparable harm,” the Debtors respectfully request emergency consideration of this Motion. As set forth in the First Day Declaration, the Debtors believe an immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors’ operations and cause irreparable harm. Furthermore, the failure to receive the requested relief during the first 21 days of these Chapter 11 Cases would severely disrupt the Debtors’ operations at this critical juncture. Accordingly, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this Motion on an emergency basis.

IX. REQUEST FOR WAIVER OF STAY

25. To implement the foregoing, the Debtors seek a waiver of any stay of the effectiveness of the order approving this Motion. Pursuant to Bankruptcy Rule 6004(h), any “order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” The Debtors submit that the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors for the reasons set forth herein. Accordingly, the Debtors submit that ample cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h).

X. NOTICE

26. The Debtors have provided notice of this Motion to: (a) the Office of the United States Trustee for the Northern District of Texas; (b) the holders of the 30 largest unsecured claims (on a consolidated basis); (c) counsel to the Administrative Agent and Lenders,

(akramer@otterbourg.com; klippman@munsch.com); (d) any official committee appointed in these Chapter 11 Cases; (e) counsel for the CASE Lender (as defined in the Declaration), Joseph Coleman (jcoleman@krcl.com); (f) counsel to CASE (as defined in the Declaration), Foley & Lardner LLP, Michael J. Lockerby (mlockerby@foley.com); (g) the Floor Plan Lenders (as defined in the Declaration); and (h) all parties that have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002.

27. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

XII. PRAYER

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: October 27, 2025

Respectfully submitted,

/s/ Joshua N. Eppich

BONDS ELLIS EPPICH SCHAFER JONES LLP

Joshua N. Eppich (Texas Bar No. 24050567)

Eric T. Haitz (Texas Bar No. 24101851)

420 Throckmorton Street, Suite 1000

Fort Worth, Texas 76102

(817) 405-6900 telephone

(817) 405-6902 facsimile

Email: joshua@bondsellis.com

Email: eric.haitz@bondsellis.com

-and-

Ken Green (Texas Bar No. 24036677)

402 Heights Boulevard

Houston, Texas 77007

(713) 335-4990 telephone

(713) 335-4991 facsimile

Email: ken.green@bondsellis.com

PROPOSED COUNSEL FOR THE DEBTORS

CERTIFICATE OF SERVICE

I certify that on October 27, 2025, a true and correct copy of the foregoing document was served via the Court's CM/ECF system, and electronically on counsel to the Administrative Agent and Lenders.

/s/ Eric T. Haitz

Eric T. Haitz

EXHIBIT 1

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

In re:	§	Chapter 11
	§	
GROFF TRACTOR MID ATLANTIC,	§	Case No. 25-90010
LLC, <i>et al.</i> , ¹	§	
	§	(Jointly Administered)
Debtors.	§	

**INTERIM ORDER (I) AUTHORIZING USE OF CASH COLLATERAL PURSUANT TO
11 U.S.C. § 363, (II) GRANTING ADEQUATE PROTECTION PURSUANT TO 11 U.S.C.
§§ 361, 363, AND 507 (III) GRANTING PROTECTIONS UNDER 11 U.S.C. § 364 FOR
CONTINUATION OF THE PURCHASE CARD PROGRAM, (IV) MODIFYING THE
AUTOMATIC STAY, (V) SCHEDULING A FINAL HEARING, AND (VI) GRANTING
RELATED RELIEF**

Upon the *Debtors' Emergency Motion for Entry of Interim and Final Orders*
(I) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate
Protection Pursuant to 11 U.S.C. §§ 361, 363, and 507, (III) Granting Protections Under 11

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of the Debtors' federal tax identification numbers, are: Groff Tractor Mid Atlantic, LLC (7629), Dealer 2023 LLC (3275), and Groff Tractor Holdings, LLC (0486), and the location of the service address for the Debtors is: 1460 Main Street, Suite 200, Southlake, TX 76092.

U.S.C. § 364 for Continuation of the Purchase Card Program, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief[Docket No. ____] (the “**Motion**”)² filed by Groff Tractor Mid Atlantic, LLC and its affiliates that are debtors and debtors-in-possession (collectively, the “**Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”), seeking entry of an interim order (this “**Interim Order**”), pursuant to Sections 105, 361, 362, 363, 364, 503, 506 and 507 of title 11 of the United States Code (the “**Bankruptcy Code**”), and Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Texas (the “**Local Rules**”), and the Procedures for Complex Chapter 11 Cases (the “**Complex Case Procedures**”), inter alia:

- (i) authorizing the Debtors to use Cash Collateral (as defined below) solely in accordance with this Interim Order and the Approved Budget (as hereinafter defined);
- (ii) granting the Debtors authority to provide adequate protection to the Administrative Agent (as defined herein) and the other Secured Parties (as defined in the Prepetition Credit Agreement (as hereinafter defined)) for their interests in the Prepetition Collateral, including Cash Collateral;
- (iii) granting the Debtors authority to continue using the Purchase Card Program (as hereinafter defined) and granting a security interest and lien in favor of M&T in the Purchase Card Account (as hereinafter defined) under Section 364 of the Bankruptcy Code, subject to the waterfall in the Prepetition Credit Agreement (as hereinafter defined);
- (iv) waiving (a) the Debtors’ right to surcharge the Prepetition Collateral (as defined herein) and the Adequate Protection Collateral (together, the “**Collateral**”) pursuant to section 506(c) of the Bankruptcy Code and (b) any “equities of the case” exception under section 552(b) of the Bankruptcy Code; *provided* that the foregoing waiver shall be subject to the entry a Final Order;
- (v) waiving the equitable doctrine of “marshaling” and other similar doctrines with respect to the Collateral for the benefit of any party other than the Administrative

² Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Motion.

Agent and the other Secured Parties; *provided* that the foregoing waiver shall be subject to the entry of a Final Order;

- (vi) vacating and modifying the automatic stay under the Bankruptcy Code (the “***Automatic Stay***”) to the extent set forth herein and as necessary to permit the Debtors and their affiliates, the Administrative Agent and the other Secured Parties to implement and effectuate the terms and provisions of this Interim Order, and, upon entry, the Final Order, and to deliver any notices of termination described below and as further set forth herein;
- (vii) waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of the Interim Order and providing for the immediate effectiveness of the Interim Order; and
- (viii) scheduling the Final Hearing (as defined below) to consider final approval of the use of Cash Collateral and approving notice with respect thereto in accordance with Bankruptcy Rule 4001(c)(2).

The Court having considered the interim relief requested in the Motion, the *Declaration of Michael Juniper in Support of the Debtors’ Emergency Motion for Entry of Interim and Final Orders (i) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. § 363, (ii) Granting Adequate Protection Pursuant to 11 U.S.C. § 361 and 363, (iii) Granting Protections Under 11 U.S.C. § 364 for Continuation of the Purchase Card Program, (iv) Modifying the Automatic Stay, (v) Scheduling a Final Hearing, and (vi) Granting Related Relief* [Docket No. ____], and the evidence submitted at the interim hearing held before this Court on October 28, 2025 to consider entry of this Interim Order (the “***Interim Hearing***”); and in accordance with Bankruptcy Rules 2002, 4001(b), (c), and (d), and 9014 and the Local Rules, notice of the Motion and the Interim Hearing having been given; and it appearing that approval of the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors pending the Final Hearing (defined below) and is otherwise fair and reasonable and in the best interests of the Debtors, their creditors and their estates, and essential for the continued operation of the Debtors’ businesses; and all objections, if any, to the entry of this Interim Order having been withdrawn, resolved or overruled

by the Court; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW³:

A. *Petition Date.* On October 14, 2025 (the “*Petition Date*”), each of the Debtors filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the “*Court*”). On October 23, 2025, this Court entered an order approving the joint administration of the Chapter 11 Cases [Docket No. 46].

B. *Debtors in Possession.* The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. *Jurisdiction and Venue.* This Court has core jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(a)–(b) and the *Amended Standing Order of Reference from the United States District Court for the Northern District of Texas*, dated May 24, 2012. Consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Court may enter a final order consistent with Article III of the United States Constitution. Venue for the Chapter 11 Cases and proceedings on the Motion is proper before this Court pursuant to 28 U.S.C. § 1408. The predicates for the relief sought herein are sections 105, 361, 362, 363(b), 363(c), 363(e), 363(m), 503, and 507 of the Bankruptcy Code,

³ The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Bankruptcy Rules 2002, 4001, 6003, 6004 and 9014, and Bankruptcy Local Rules 2002-1, 4001-1(b), 4002-1(i), and 9013-1

D. *Committee Formation.* As of the date hereof, the United States Trustee for the Northern District of Texas (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 “*Creditors’ Committee*”).

E. *Notice.* The Interim Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). Proper, timely, adequate and sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, and no other or further notice was required under the circumstances to enter this Interim Order. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing.

F. *Cash Collateral.* As used herein, the term “*Cash Collateral*” shall mean all of the Debtors’ cash, wherever located and held, including cash in deposit accounts, that constitutes or will constitute “cash collateral” of any of the Administrative Agent and the other Secured Parties within the meaning of section 363(a) of the Bankruptcy Code.

G. *Debtors’ Stipulations.* Subject to the provisions and limitations contained in paragraph 12 hereof (including the Challenge Period, as defined therein), and after consultation with their attorneys and financial advisors, the Borrower and Guarantors admit, stipulate and agree that:

(i) *Prepetition Loan Documents.* On February 1, 2023, the Debtors and Groff Resources Holdings, LLC, a Texas limited liability company (“**Resources**”)⁴ as a Guarantor (as hereinafter defined) entered into secured financing arrangements with Manufacturers and Traders Trust Company (“**M&T**”) as administrative agent (in such capacity, “**Administrative Agent**”) for the financial institutions from time to time party thereto as lenders (each a “**Lender**” and collectively, the “**Lenders**”) and Lenders pursuant to which Lenders and Administrative Agent agreed to make revolving loans and advances available to Borrower presently in the amount of up to \$77,000,000 as set forth in the Amended and Restated Credit Agreement, dated as of February 1, 2023, among Debtors and Resources, Administrative Agent and Lenders, as amended by the Limited Waiver and First Amendment to Amended and Restated Credit Agreement, dated as of July 20, 2023, the Forbearance Agreement and Second Amendment to Credit Agreement, dated as of December 21, 2023 (the “**Forbearance Agreement**”), as further amended by Amendment No. 1 to Forbearance Agreement and Third Amendment to Credit Agreement, March 22, 2024, Amendment No. 2 to Forbearance Agreement and Fourth Amendment to Credit Agreement, dated as of June 28, 2024, Amendment No. 3 to Forbearance Agreement and Fifth Amendment to Credit Agreement, dated as of October 24, 2024, Amendment No. 4 to Forbearance Agreement and Sixth Amendment to Credit Agreement, dated as of February 21, 2025, Amendment No. 5 to Forbearance Agreement and Seventh Amendment to Credit Agreement, dated March 14, 2025, Amendment No. 6 to Forbearance Agreement and Eighth Amendment to Credit Agreement, dated May 6, 2025, and Amendment No. 7 to Forbearance Agreement and Ninth Amendment to Credit Agreement, dated June 24, 2025 (together with the

⁴ Resources is a Guarantor of the Credit Facility with Administrative Agent and the other Secured Parties, did not file Chapter 11, and has acknowledged and agreed to the terms and conditions of this Interim Order.

Forbearance Agreement as in effect immediately prior to the Petition Date, the “**Prepetition Credit Agreement**”). In connection with the credit facility under the Prepetition Credit Agreement, (a) Groff Tractor Mid Atlantic, LLC (“**GTMA**”), Dealer 2023 LLC f/k/a Groff Tractor & Equipment, LLC (“**Dealer 2023**”) and Resources (GTMA, Dealer 2023 and Resources, each individually a “**Guarantor**” and collectively, “**Guarantors**”) absolutely and unconditionally guaranteed the payment in full of the Obligations (as defined in the Prepetition Credit Agreement) of Groff Tractor Holdings, LLC (the “**Borrower**”) and of the Guaranteed Obligations of each other Guarantor (other than itself) pursuant to the terms of the continuing guarantee set forth in the Prepetition Credit Agreement and (b) the Borrower and Guarantors granted a security interest in and to substantially all of their assets and properties to secure the Obligations, including the Guaranteed Obligations, as set forth in the Amended and Restated Pledge and Security Agreement, dated as of February 1, 2023, by the Borrower and Guarantors in favor of the Administrative Agent, the Lenders and the other Secured Parties (as defined in the Prepetition Credit Agreement) (as in effect immediately prior to the Petition Date, the “**Prepetition Security Agreement**”) and together with all other agreements, guaranties, documents, notes, instruments and Uniform Commercial Code filings executed and/or delivered to or for the benefit of Administrative Agent and the other Secured Parties in connection with or related to the Prepetition Credit Agreement (together with the Prepetition Credit Agreement and the Prepetition Security Agreement, all as in effect immediately prior to the Petition Date, collectively, the “**Prepetition Loan Documents**”). Pursuant to the Prepetition Credit Agreement and the other Prepetition Loan Documents, Administrative Agent and the other Secured Parties made advances and provided other credit and financial accommodations to the Borrower and Guarantors secured by substantially all of the assets of the Borrower and the Guarantors.

(ii) *Acknowledgement by Resources.* Resources as a non-debtor Guarantor has executed and delivered an acknowledgment and consent to the terms of this Interim Order and reaffirmed its Guaranteed Obligations of the Debtors, attached hereto as Exhibit B.

(iii) *Prepetition Debt.* The Borrower and Guarantors were justly and lawfully indebted and liable to the Administrative Agent and the other Secured Parties under the Prepetition Credit Agreement and the other Prepetition Loan Documents in the aggregate principal amount of not less than \$75.4 million in respect of the Loan Obligations (as defined in the Prepetition Credit Agreement), which amount consists of (a) Revolving Loans (as defined in the Prepetition Credit Agreement) and (b) Cash Management Obligations (as defined in the Prepetition Credit Agreement), including all obligations, liabilities and indebtedness of Borrower and Guarantors arising under or related to the Purchase Card Program (as hereinafter defined), plus interest, fees, and costs (including any attorneys', accountants', appraisers', and financial advisors' fees and expenses, in each case, that are chargeable or reimbursable under the Prepetition Loan Documents), costs, charges, indemnities, and other obligations incurred in connection therewith (whether arising before or after the Petition Date) as provided in the Prepetition Loan Documents (collectively, the "***Prepetition Debt***"), all of which Prepetition Debt is unconditionally owing by Borrower and Guarantors to Administrative Agent and the other Secured Parties, without offset, defense or counterclaim of any kind, nature or description whatsoever.

(iv) *Validity of Prepetition Debt.* The Prepetition Debt constitutes legal, valid, binding, and non-avoidable obligations of the Borrower and Guarantors enforceable in accordance with the Prepetition Loan Documents and no portion of the Prepetition Debt or any payment made to the Administrative Agent or the other Secured Parties or applied to or paid on account of the obligations owing under the Prepetition Loan Documents prior to the Petition Date is subject to

any contest, attack, rejection, recovery, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim (as such term is used in the Bankruptcy Code), cause of action (including any claims or avoidance actions under Chapter 5 of the Bankruptcy Code), choses in action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law.

(v) *Validity, Perfection and Priority of Prepetition Liens.* As of the Petition Date, pursuant to and in connection with the Prepetition Loan Documents, the Borrower and Guarantors granted to the Administrative Agent, for the benefit of itself and the other Secured Parties, a security interest in and continuing lien on (the “***Prepetition Liens***”) substantially all of their assets and property, (a) a valid, binding, properly perfected, enforceable, first priority security interest in and continuing lien on the collateral (which, for the avoidance of doubt, includes cash collateral) and all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (collectively, the “***Prepetition Collateral***”), which Prepetition Liens are not subject to avoidance, recharacterization, subordination (whether equitable, contractual, or otherwise), recovery, attack, disgorgement, effect, rejection, reduction, disallowance, impairment, counterclaim, offset, crossclaim, defense or Claim under the Bankruptcy Code or applicable non-bankruptcy law, subject and subordinate only, to the extent applicable, the Prepetition Floorplan Liens pursuant to the Floorplan Intercreditor Agreements and certain other liens permitted by the Prepetition Loan Documents, solely to the extent any such permitted liens were valid, binding, enforceable, properly perfected, non-avoidable and senior in priority to the Prepetition Liens as of the Petition Date (the “***Prepetition Permitted Senior Liens***”).

(vi) *Prepetition Depository Accounts.* Pursuant to the Prepetition Credit Agreement, the Borrower and Guarantors agreed to maintain depository accounts at M&T into which all proceeds

of accounts receivable and other sales and income from customers and clients of Borrower and Guarantors (the “**Customer Proceeds**”) were agreed to be deposited to, and from which materially all disbursements were agreed to be made (the “**M&T Accounts**”).

(vii) *Prepetition Floorplan Financing.* Prior to the Petition Date, Borrower and Guarantors entered into certain floorplan financing arrangements with certain floorplan lenders including three (3) active floorplan financing agreements (as of the Petition Date) with CNH Industrial Capital America, LLC (“CNH Capital”), VFS US LLC, and De Lage Landen Financial Services, Inc. (each individually a “**Floorplan Lender**” and collectively, the “**Floorplan Lenders**”) pursuant to which the Floorplan Lenders provided financing or credit terms to Borrower and Guarantors (each individually, a “**Floorplan Financing Facility**” and collectively, the “**Floorplan Financing Facilities**”) to finance the purchase by Borrower and/or Guarantors of Inventory and Equipment to be held by Borrower and Guarantors for the sale or lease to customers secured by a lien on such Inventory and Equipment in favor of such Floorplan Lender (the “**Prepetition Floorplan Liens**”). Administrative Agent and the other Secured Parties permitted the Borrower and Guarantors to enter into or continue to exist, Floorplan Financing Facilities with the Floorplan Lenders pursuant to the Prepetition Credit Agreement and to grant a lien in favor of Floorplan Lenders on such Prepetition Floorplan Collateral subject to the terms and conditions of an intercreditor and/or subordination agreement, as applicable (the “**Floorplan Intercreditor Agreements**”).

(viii) *No Control.* None of the Administrative Agent or the other Secured Parties control (or have in the past controlled) the Borrower, the Guarantors or their properties or operations, have authority to determine the manner in which the Borrower’s or any Guarantor’s operations are conducted or are control persons or insiders of the Borrower or the Guarantors in each case by

virtue of any actions taken with respect to, in connection with, related to or arising from the Prepetition Loan Documents

(ix) *Prepetition Default.* The Borrower and the Guarantors are in default under each of the Prepetition Loan Documents, including as a result of the Chapter 11 Cases, and an event of default has occurred and is continuing under each of the Prepetition Loan Documents

(x) *No Claims or Causes of Action.* No claims or causes of action held by the Borrower and the Guarantors or their estates exist against, or with respect to, the Administrative Agent and the other Secured Parties and each of their respective Representatives (as defined herein) (in each case, in their capacity as such) under or relating to any agreements by and among the Borrower, the Guarantors and the Administrative Agent and the other Secured Parties that is in existence as of the Petition Date.

(xi) *Release.* Effective as of the date of entry of this Interim Order, but subject to the Challenge Period in paragraph 12, each of the Borrower and Guarantors and the Debtors' estates hereby absolutely, unconditionally and irrevocably release and forever discharge and acquit the Administrative Agent and the other Secured Parties and each of their respective Representatives in such capacity (as defined herein) (collectively, the "***Released Parties***"), from any and all obligations and liabilities to the Borrower and Guarantors and Resources (and their successors and assigns) and from any and all claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action arising prior to the Petition Date of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract or tort or under any

state or federal law or otherwise (collectively, the “*Released Claims*”), in each case arising out of or related to (as applicable) the Prepetition Loan Documents, the obligations owing and the financial obligations made thereunder, the negotiation thereof and of the transactions and agreements reflected thereby, and the obligations and financial obligations made thereunder, in each case that the Borrower and Guarantors or Resources at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this Interim Order.

H. The Borrower and Guarantors have represented to this Court that they have agreed in good faith to the terms and conditions of this Interim Order. The use of Cash Collateral was negotiated in good faith and at arms’ length among the Borrower, Guarantors, Administrative Agent and the other Secured Parties.

I. The Borrower and Guarantors have stipulated and agreed as follows, and based upon the pleadings and evidence at the Interim Hearing before this Court, this Court hereby acknowledges such stipulations, and grants the relief herein, pursuant to Bankruptcy Rule 4001 to prevent immediate and irreparable harm to the Borrower, Guarantors and their estates.

J. The terms and conditions of this Interim Order reflect the Borrower’s and each Guarantor’s exercise of prudent business judgment under exigent circumstances and are consistent with their fiduciary duties and are supported by reasonably equivalent value and fair consideration.

K. Funds deposited into the M&T Accounts, together with all Proceeds and products of the Prepetition Collateral and the Postpetition Collateral (as hereinafter defined), constitute “*Cash Collateral*” within the meaning of the Bankruptcy Code Section 363(a), other than funds which are specifically traceable as Customer Proceeds from the sale or lease of Inventory or

Equipment which at the time of sale are subject to a Floorplan Financing Facility of a Floorplan Lender in accordance with the Prepetition Intercreditor Agreement and this Interim Order.

L. Pursuant to Section 363(c)(2) of the Bankruptcy Code, the Borrower and Guarantors are unable to use Cash Collateral, without the consent of Administrative Agent and the other Secured Parties or the authorization of this Court, after notice and a hearing.

M. Findings Regarding the Use of Cash Collateral.

(i) Good and sufficient cause has been shown for the entry of this Interim Order and for authorization of the Debtors to use Cash Collateral and grant the Administrative Agent and the other Secured Parties adequate protection.

(ii) The Borrower and Guarantors have an immediate and critical need to use Prepetition Collateral (including Cash Collateral) in order to permit, among other things, to make payroll, to satisfy other working capital and operational needs and to fund expenses of these Chapter 11 Cases. The access of the Borrower and Guarantors to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition Collateral is necessary and vital to the preservation and maintenance of the value of the Prepetition Collateral and the ultimate recovery to the Administrative Agent and the other Secured Parties and other creditors of the Borrower's and Guarantors' estates.

(iii) The Borrower and Guarantors seek, in the exercise of their business judgment, to obtain consensual use of Cash Collateral and, in connection therewith incur the Adequate Protection Obligations (as defined herein), in each case as provided for herein under the terms and conditions set forth in this Interim Order.

(iv) The Borrower and Guarantors continue to collect cash, rents, income, offspring, products, proceeds, and profits generated from the Prepetition Collateral, all of

which constitute Prepetition Collateral under the Prepetition Loan Documents that are subject to the Administrative Agent's and the other Secured Parties' security interests as set forth in the Prepetition Loan Documents, as applicable.

(v) The Borrower and Guarantors desire to use a portion of the cash, rents, income, offspring, products, proceeds and profits described in the preceding paragraph in their business operations that constitute Cash Collateral of the Administrative Agent and the other Secured Parties under section 363(a) of the Bankruptcy Code. Certain prepetition rents, income, offspring, products, proceeds, and profits, in existence as of the Petition Date or hereafter created or arising, including balances of funds in the Borrower's and Guarantors' prepetition and postpetition operating bank accounts, also constitute Cash Collateral.

(vi) Based on the Motion, the First Day Declaration and the record presented to the Court at the Interim Hearing, the terms of the adequate protection granted to the Administrative Agent and the other Secured Parties as provided in paragraph 7 of this Interim Order (the "***Adequate Protection***"), and the terms on which the Borrower and Guarantors may continue to use the Prepetition Collateral (including Cash Collateral) pursuant to this Interim Order are fair and reasonable, reflect the Borrower's and Guarantors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

(vii) The Administrative Agent and the other Secured Parties have acted in good faith regarding the Borrower's and Guarantors' continued use of the Prepetition Collateral (including Cash Collateral) to fund the administration of the Borrower's and Guarantors' estates and orderly wind down of their businesses (including the incurrence and payment of and performance under the Adequate Protection Obligations and the granting of the

Replacement Liens (as defined herein)), in accordance with the terms hereof, and the Administrative Agent and the other Secured Parties (and the successors and assigns thereof) shall be entitled to the full protection of section 363(m) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(viii) The Administrative Agent and the other Secured Parties are entitled to the Adequate Protection provided in this Interim Order as and to the extent set forth herein pursuant to sections 361, 362, 363, and 507 of the Bankruptcy Code. Based on the Motion and on the record presented to the Court, the terms of the proposed adequate protection arrangements and of the use of the Prepetition Collateral (including Cash Collateral) are fair and reasonable, reflect the Borrower's and Guarantors' prudent exercise of business judgment and their fiduciary duties, and constitute reasonably equivalent value and fair consideration for the use of the Prepetition Collateral, including the Cash Collateral, and, to the extent their consent is required, the requisite Secured Parties have consented or are deemed hereby to have consented to the use of the Prepetition Collateral, including the Cash Collateral, on the terms set forth in this Interim Order; *provided* that nothing in this Interim Order shall (x) be construed as the affirmative consent by any of the Administrative Agent or the other Secured Parties for the use of Cash Collateral other than on the terms set forth in this Interim Order and the Approved Budget, (y) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Prepetition Collateral (whether senior or junior) other than as contemplated by this Interim Order, or (z) prejudice, limit or otherwise impair the rights of any of the Administrative Agent or the other Secured Parties to seek new, different or additional adequate protection or assert any rights of any of the Administrative Agent or the other Secured Parties, and the rights of any other party in interest, including the Borrower and Guarantors, to object to such relief are hereby preserved.

(ix) Approved Budget. The Borrower and Guarantors have prepared and delivered to the Administrative Agent and the other Secured Parties a budget (the “**Approved Budget**”), which is attached hereto as **Exhibit A**. Such Approved Budget has been thoroughly reviewed by the Borrower and Guarantors and their management and sets forth, among other things, the projected revenues, accounts receivable, cash receipts and disbursements, and net cash balances of the Borrower and Guarantors for the periods covered thereby. The Borrower and Guarantors represent that the Approved Budget is achievable in accordance with the terms of this Interim Order. The Administrative Agent and the other Secured Parties are relying upon the Borrower’s and Guarantors’ compliance with the Approved Budget in accordance with this Interim Order in determining to permit the use of Cash Collateral on the terms provided for herein. The Approved Budget may be extended subject to the consent of the Administrative Agent in its sole discretion.

(x) Each of the Administrative Agent and the other Secured Parties shall 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 Administrative Agent and the other Secured Parties with respect to proceeds, product, offspring, or profits with respect to any of the Prepetition Collateral subject to the entry of the Final Order.

(xi) Indemnification. The Administrative Agent and the other Secured Parties have acted in good faith, and without negligence or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining the requisite approval for the use of Cash Collateral, any challenges or objections to the use of Cash Collateral, and all documents related to any and all

transactions contemplated by the foregoing. Accordingly, pursuant to the terms of the Prepetition Credit Agreement, the Administrative Agent and the other Secured Parties shall be and hereby are indemnified and held harmless by the Borrower and Guarantors in respect of any claim or liability incurred in respect thereof or in any way related thereto. No exception or defense exists in contract, law, or equity as to any obligation set forth, as the case may be, in this paragraph M(xi), in the Prepetition Credit Agreement, or in the other Prepetition Loan Documents to the Borrower's and Guarantors' obligation to indemnify and hold harmless the Administrative Agent and the other Secured Parties.

N. The Borrower and Guarantors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2). The permission granted herein to use Cash Collateral is necessary to avoid immediate and irreparable harm to the Borrower and Guarantors. This Court concludes that the entry of this Interim Order is in the best interest of the Borrower's and Guarantors' estates and creditors and is fair and reasonable

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Based upon the foregoing findings and conclusions, and upon the record made before this Court at the Interim Hearing, and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED that:

1. Motion Granted. The interim relief sought in the Motion is granted and the use of Cash Collateral on an interim basis is authorized, in each case subject to the terms and conditions

set forth in this Interim Order. All objections to this Interim Order to the extent not withdrawn, waived, settled, or resolved are hereby denied and overruled on the merits.

2. Authorization to Use Cash Collateral. The Borrower and Guarantors are hereby authorized to use Cash Collateral on an interim basis during the period commencing on October 28, 2025, through and including November 18, 2025 (the “**Cash Collateral Period**”), in an aggregate amount not to exceed the amounts set forth in the Approved Budget (the “**Cash Collateral Limit**”). Subject to the terms and conditions contained in this Interim Order, the Cash Collateral may only be used solely for the payment of the expense items specified in the Approved Budget. To the extent the Borrower and Guarantors fail to pay any expense item (or any portion thereof) identified in the Approved Budget during the Cash Collateral Period, the Borrower and Guarantors shall not be permitted to use such unapplied Cash Collateral within the Cash Collateral Limit for the payment of other items specified in the Approved Budget to the extent that such payment would be in excess of the amounts specified in the Approved Budget for such other expense items, without the express prior written consent of the Administrative Agent, provided however, that any unpaid expense amounts for items in the Approved Budget may be carried forward to subsequent weeks and used for such items. The Borrower and Guarantors and the Administrative Agent may mutually agree in writing to an extension of the Cash Collateral Period, without further order of the Court, but may not increase the amount of Cash Collateral to be used in accordance with this Interim Order in excess of the Cash Collateral Limit, without further order of the Court. During the Cash Collateral Period, none of the professionals shall be paid; *provided, however*, that Rouse Appraisals LLC may be paid an amount not to exceed \$15,000 during the Cash Collateral Period and the Claims Agent retained by Debtors may be paid an amount not to exceed \$10,000 during the Cash Collateral Period.

3. Floorplan Financing Facilities and Application of Proceeds. The Borrower and Guarantors shall continue to direct all customers and other account debtors to remit any Proceeds to the M&T Accounts during the Chapter 11 Cases. Borrower and Guarantors shall be authorized to disburse from the M&T Accounts to each Floorplan Lender the amount of Proceeds from the sale or lease of Inventory or Equipment under the Floorplan Financing Facility of such Floorplan Lender in accordance with the ordinary course prepetition practices of Borrower and Guarantors under the terms of the Floorplan Financing Facilities and the Floorplan Intercreditor Agreements. Borrower and Guarantors shall furnish to Administrative Agent each week, a written report, in form and substance acceptable to Administrative Agent, setting forth the amount of sales or leases of Equipment and Inventory and the amount of Proceeds collected by Borrower and Guarantors for each Floorplan Lender under such Floorplan Lender's Floorplan Facility (the "***Floorplan Lender Payment Report***"). The Prepetition Floorplan Liens of any Floorplan Lender and the rights and priority of such Floorplan Lender in and to any Equipment, Inventory, Proceeds or other assets and properties of Borrower and Guarantors shall be subject to (a) any Floorplan Intercreditor Agreement between Administrative Agent and such Floorplan Lender and (b) the Challenges set forth in paragraph 12 of this Interim Order. As adequate protection for any diminution in the value of collateral as a result of cash received by M&T and spent by the Debtors, which is subject to the first-priority Prepetition Floorplan Liens in favor of any Floorplan Lender, such Floorplan Lender is granted (a) an allowed super-priority administrative expense claim pursuant to Bankruptcy Code Sections 507(b) and 361; and (b) replacement liens pursuant to Bankruptcy Code Sections 361, 362 and 363, in each case, to the extent of any diminution in the value of such Floorplan Lender's collateral.

4. Budget; Reporting. The Borrower's and Guarantors' right to use Cash Collateral in accordance with this Interim Order shall be subject to compliance with the Approved Budget and further conditioned upon:

- A. the delivery of the following documents, which shall be delivered to Administrative Agent, in form and substance satisfactory to Administrative Agent, by no later than 5:00 p.m. (prevailing Eastern Time) on each Wednesday with respect to the prior week's performance: (i) a report detailing received receipts, (ii) a total disbursements report, (iii) a net cash flow report, (iv) an accounts receivable report, (v) an inventory report and (vi) the Floorplan Lender Payment Report.
- B. The delivery of a report in form and substance reasonably satisfactory to Administrative Agent (a "***Budget Compliance Report***"), which shall set forth, (i) on a weekly basis, (ii) on a two-week roll-forward basis, and (iii) on a cumulative basis, a comparison of (A) actual Cash Receipts to projected Cash Receipts, (B) actual Total Disbursements to projected Total Disbursements, and (C) actual Net Cash Flow to projected Net Cash Flow, each as set forth in the Approved Budget for such weekly period (the "***Weekly Measurement Period***"), such two week period (a "***Two Week Measurement Period***") and each as set forth on a cumulative week to date basis (the "***Cumulative Measurement Period***", collectively referred to as a "***Measurement Period***"). The Budget Compliance Report shall further set forth with respect to each Measurement Period (1) all variances, on a line item by line item basis and a cumulative basis, from actual performance for such period against those reflected for the corresponding period in the applicable Approved Budget as in effect for such period, (2) a description of the nature of any material positive or

negative variance in each line item in the applicable Approved Budget as in effect for such period, (3) an indication as to whether such variance is temporary or permanent and analysis and explanations for such variance, (4) compliance or non-compliance with such maximum variances set forth therein, and (5) explanations for all violations, if any, of any covenant and if any such violation exists, the actions which Borrower and Guarantors have taken or intend to take with respect thereto.

- C. Borrower and Guarantors agree that a test period for purposes of testing compliance with the Approved Budget shall include both a Two Week Measurement Period and a Cumulative Period with respect to each Two Week Measurement Period (each a “***Test Period***”). As used herein, a “**Material Budget Deviation**” shall occur at any time any of the following occurs: (i) the actual Cash Receipts in any Test Period are less than eighty-five percent (85%) of the projected Cash Receipts set forth in the Approved Budget for such Measurement Period; (ii) the actual Total Operating Disbursements in any Test Period are more than one hundred fifteen percent (115%) of the Total Operating Disbursements set forth in the Approved Budget for such Measurement Period; and (iii) the cash balance is less than zero dollars (\$0.00) in any Test Period. For any extraordinary expenditures that may arise during the Cash Collateral Period which are not included in the Approved Budget, Borrower and Guarantors shall seek the written approval of Administrative Agent for expenditures, and Administrative Agent, in its sole discretion exercised in good faith, agrees to discuss with Borrower and Guarantors a resolution of the same.

D. During the Cash Collateral Period, Borrower and Guarantors shall provide Administrative Agent with such financial and other information in accordance with the Prepetition Credit Agreement and the other Prepetition Loan Documents, and such other information as the Administrative Agent and the other Secured Parties may from time to time reasonably request.

5. Access. Borrower and Guarantors shall grant Administrative Agent reasonable access to all of the Borrower's and Guarantors' books and records, the Borrower's and Guarantors' premises and to Borrower's and Guarantors' management, as and when deemed necessary by Administrative Agent. The Borrower and Guarantors are authorized and directed to cooperate with Administrative Agent and share all budgets, records, projections, financial information, reports and other information relating to the Approved Budget, the Prepetition Collateral or the Postpetition Collateral, along with any documentation of the financial condition or operations of the Borrower's and Guarantors' business.

6. Events of Default; Termination. The Borrower's and Guarantors' right to use Cash Collateral in accordance with this Interim Order shall terminate immediately upon the earlier of (each of the following a "***Termination Event***") (a) the end of the Cash Collateral Period, unless otherwise extended by the Administrative Agent, (b) the entry of an order of this Court terminating such right, or (c) upon two business days' written notice to the Borrower and Guarantors, Debtors' counsel, and the Office of the U.S. Trustee of the occurrence of an Event of Default. An "***Event of Default***" shall mean (a) the failure of the Borrower and Guarantors to comply with the terms and conditions of this Interim Order; (b) the failure of the Borrower and Guarantors to achieve the Milestones (as hereinafter defined); (c) the occurrence of a Material Budget Deviation; (d) the termination of any of the financing or dealer agreements among any of the Debtors and CNH

Capital and/or CNH Industrial America LLC [or any of the other Floorplan Lenders]; (e) the entry of an order dismissing any of the Debtors' Chapter 11 Cases or converting any of the Debtors' cases to a case under Chapter 7 of the Bankruptcy Code; or (f) the entry of any order of the Court that impairs in any way the security interests and liens granted to Administrative Agent and the other Secured Parties in the Prepetition Collateral and Postpetition Collateral. Upon the occurrence of an Event of Default, (i) Debtors' right to use Cash Collateral shall terminate immediately, and (ii) Administrative Agent shall be entitled to immediate relief from the automatic stay relief, in both cases subject to Debtors' right to seek a hearing on shortened notice solely to determine if an Event of Default has occurred. Notwithstanding the foregoing, the obligations of the Borrower and Guarantors and the rights, claims, security interests, liens and priorities of Administrative Agent and the other Secured Parties with respect to all transactions, which occurred prior to the termination of Debtors' right to use Cash Collateral in accordance with this Interim Order shall remain unimpaired and unaffected by any such termination and shall survive any such termination.

7. Adequate Protection. As adequate protection for any diminution in the value of the Prepetition Collateral and Postpetition Collateral, including as a result from the use of Cash Collateral, pursuant to this Interim Order (the "***Adequate Protection Obligations***"):

A. Administrative Agent and the other Secured Parties are hereby granted, under the Bankruptcy Code Sections 361, 362 and 363 as security, to the extent of any diminution in the value of the Prepetition Collateral and Postpetition Collateral, including, without limitation, as a result of the use by Borrower and Guarantors of any Cash Collateral or of the other assets subject to Administrative Agent's and other Secured Parties' prepetition liens and security interests, on and after the

Petition Date, valid, binding, enforceable, non-avoidable and automatically perfected first priority replacement liens on and security interests in (collectively, the “**Replacement Liens**”) all currently owned and hereafter acquired assets or properties of Debtors and their estates, including, without limitation, subject to the entry of a Final Order, the proceeds of avoidance actions (the “**Avoidance Proceeds**”) arising under Chapter 5 of the Bankruptcy Code (collectively, the “**Postpetition Collateral**”). Administrative Agent’s and other Secured Parties’ liens and security interests in the Prepetition Collateral and Postpetition Collateral are subject only to (i) the fees payable to the Clerk of the Bankruptcy Court and the Office of the United States Trustee,⁵ and (ii) prior valid and perfected Permitted Liens (as defined in the Prepetition Credit Agreement), including without limitation, the Prepetition Floorplan Lenders in accordance with the Intercreditor Agreements. The liens and security interests granted herein shall not be made on parity with, or subordinated to any other lien or security interest under Section 364(d) of the Bankruptcy Code or otherwise.

B. Administrative Agent, for itself and the benefit of the other Secured Parties, are granted, pursuant to Bankruptcy Code Sections 507(b) and 361, an allowed super-priority administrative expense claim (senior to all other administrative expense claims of any kind) to the extent of any diminution of the value of the Prepetition Collateral and Postpetition Collateral, including, without limitation, as a result of the use by the Borrower and Guarantors of any Cash Collateral or other assets

⁵ Administrative Agent and the other Secured Parties are prepared to negotiate a Professional Fee Carve-Out, during the period covered by a following Interim/Final Order.

subject to Administrative Agent's and the other Secured Parties' prepetition liens and security interest, following the commencement of the Debtors' Chapter 11 Cases, having priority over any and all other administrative expenses of the kind specified in, or ordered pursuant to, Bankruptcy Code Sections 105, 326, 328, 330, 331, 503(b), 507(a), 507(b) and/or 726(b) (collectively, the "***Super-Priority Claims***"). No costs or administrative expenses which have been or may be incurred in the Debtors' Chapter 11 Cases or in any subsequent case(s) under Chapter 7 of the Bankruptcy Code, and no priority claims, are or will be, prior to or on a parity with the respective claims of Administrative Agent and the other Secured Parties, which Prepetition 507(b) Claim shall be payable from and have recourse to all Adequate Protection Collateral and all proceeds thereof (including, without limitation, subject to entry of the Final Order, the Avoidance Proceeds), unless approved by written consent of the Administrative Agent. With respect to the Collateral, the Prepetition 507(b) Claim shall be senior to all other claims of any kind.

- C. Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any of the Borrower's or Guarantors' interests in any lease, license, or other agreement, or the proceeds thereof, or other collateral related thereto in connection with the granting of the Replacement Liens, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Thereupon, any such provision shall have no force and effect with respect to the

granting of the Replacement Liens on the Borrower's and Guarantors' interests in any lease, license, or other agreement or the proceeds of any assignment, and/or sale thereof by any Debtor in accordance with the terms of this Interim Order.

D. The Borrower and Guarantors are authorized and empowered, but not required during the Cash Collateral Period, to pay all fees, expenses, and other amounts (other than principal and interest), each of which shall, in each case, accrue and be payable at the rates and times provided for under the respective Loan Documents, including at the default rate specified in the Loan Documents (the “***Adequate Protection Payments***”).

E. The Borrower and Guarantors are authorized and empowered, but not required during the Cash Collateral Period, to pay all of the out-of-pocket fees, costs and expenses of Administrative Agent, including, without limitation, the reasonable and documented fees and expenses of Otterbourg P.C., Munsch Hardt Kopf & Harr, P.C., and Berkley Research Group, LLC (collectively, the “***Adequate Protection Professional Fees and Expenses***”). The payment of all Adequate Protection Professional Fees and Expenses hereunder shall be made without the necessity of filing fee applications with the Court or compliance with the U.S. Trustee's guidelines and shall not be subject to further application to or approval of the Court; *provided, however*, each such professional shall provide summary copies of its invoices (which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of their invoices shall not constitute any waiver of the attorney-client privilege or of

any benefits of the attorney work product doctrine) to counsel to the Debtors, the U.S. Trustee, and counsel to the Committee (collectively, the “*Review Parties*”). Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the affected professional within ten (10) calendar days after delivery of such invoices to the Review Parties (such ten (10) day calendar period, the “*Review Period*”). If no written objection is received prior to the expiration of the Review Period from the Review Parties, the Borrower and Guarantors shall promptly pay such invoices following the expiration of the Review Period. If an objection is received within the Review Period from the Review Parties, the Borrower and Guarantors shall promptly pay the undisputed amount of the invoice, and the disputed portion of such invoice shall not be paid until such dispute is resolved by agreement between the affected professional and the objecting party or by order of this Court.

F. *Adequate Protection Information Rights.* The Borrower and Guarantors shall provide to the Administrative Agent with all reporting required under the Prepetition Credit Agreement when due in accordance with its terms and with any other reporting reasonably requested by the Administrative Agent or its advisors as soon as practicable after request.

G. *Borrowing Base Reporting.*⁶ The Borrower and Guarantors shall deliver to the Administrative Agent and the advisors of the Administrative Agent and the other

⁶ Terms used in this paragraph that are not otherwise defined herein shall have the meanings given to them in the Prepetition Credit Agreement.

Secured Parties a Borrowing Base Certificate, with all the information required to be provided in connection therewith pursuant to the Prepetition Credit Agreement, in each case in the format customarily delivered with each Borrowing Base Certificate delivered prior to the Petition Date, setting forth the Borrowing Base (i) calculated as of the last day of the immediately preceding calendar week (with weeks, for purpose of the Borrowing Base Certificate, beginning on Sunday and ending on Saturday) on Thursday of each week commencing on for the week ending [] and each Thursday thereafter; and (ii) calculated as of the last business day of the immediately preceding fiscal month, promptly, but in no event later than [] with respect to the fiscal month ended and twenty calendar days (or, if such day is not a business day, the next business day) following the end of each subsequent fiscal month which monthly Borrowing Base Certificates shall reconcile all weekly inventory roll forwards.

- H. *Reservation of Rights of Secured Parties.* Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Administrative Agent and the other Secured Parties; *provided* that any of the Administrative Agent and the other Secured Parties (subject to any applicable contractual limitations on such rights) may request further or different adequate protection and the Borrower and Guarantors or any other party in interest may contest any such request.

8. Perfection. The Replacement Liens and all claims, rights, interests, administrative claims and other protections granted to or for the benefit of the Administrative Agent and the other Secured Parties, pursuant to this Interim Order shall constitute valid, enforceable, unavoidable and, to the extent of the Replacement Liens, duly perfected security interests and liens, effective as of the Petition Date, without any further act and without regard to any other federal, state or local requirements or law requiring notice, filing, registration, recording or possession of the Postpetition Collateral, or other act to validate or perfect such security interest or lien.

9. Purchase Card Authorization. The Borrower and Guarantors are authorized to continue utilizing the commercial card program (the “Purchase Card Program”) in accordance with the Visa Charge Card Agreement for Commercial Card, Corporate Card, and Purchasing Card Accounts, dated December 8, 2011, between the Debtors and M&T (as amended, modified, or supplemented from time to time, the “*Purchase Card Agreement*”).

A. M&T is authorized to make advances from time to time to the Debtors not to exceed \$350,000 in the aggregate under the Purchase Card Program. The Debtors are authorized to pay or reimburse M&T for any fees, charges, refunds, chargebacks, reserves and other amounts due and owing from the Debtors to M&T, whether such obligations are incurred before or after the Petition Date, and M&T is authorized to receive or obtain payments for such obligations, as provided under, and in the manner set forth in, the Purchase Card Agreement. The indebtedness owed by Debtors to M&T in respect of the Purchase Card Agreement constitute Cash Management Obligations owed to M&T and are secured by all of the Prepetition Collateral, including a security interest and lien in the bank or deposit account maintained with M&T under the Purchase Card Program (the “Purchase Card

Account”), The security interest and lien in favor of M&T in the Purchase Card Account is a first priority lien and shall not be primed by any lien granted to any post-petition lender or other person without the prior written consent of M&T. Debtors hereby grant to M&T a first priority lien and security interest in the Purchase Card Account pursuant to Bankruptcy Code section 364(d)(1).

B. The automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby modified, without application to or further order of this Court, to permit: (i) the ongoing administration of the Purchase Card Program under the Purchase Card Agreement (including the preparation, negotiation and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto); and (ii) M&T to implement and exercise all rights and remedies provided for in the Purchase Card Agreement including, but not limited to, debiting any account of Debtor maintained with M&T under the Purchase Card Program upon termination of the Purchase Agreement for any and all unpaid balances arising under the Purchase Card Agreement.

C. M&T shall be entitled to rely on the representations, warranties and covenants of Debtors with respect to their use of the Purchase Card Program pursuant to the Purchase Card Agreement, and M&T shall not have any liability to any party for relying on such representations, warranties and covenants by Debtors as provided for herein.

10. Limitation on Charging Expenses Against Collateral. Subject to the entry of a Final Order, no costs or expenses of administration of the Chapter 11 Cases or any successor cases to

these Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Collateral (including Cash Collateral) or Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Administrative Agent, and no consent shall be implied from any other action, inaction or acquiescence by the Administrative Agent, or the other Secured Parties, and nothing contained in this Interim Order shall be deemed to be a consent by the Administrative Agent, or the other Secured Parties to any charge, lien, assessment or claims against the Collateral under section 506(c) of the Bankruptcy Code or otherwise.

11. No Marshaling. Subject to the entry of a Final Order, in no event shall the Administrative Agent or the other Secured Parties be subject to the equitable doctrine of “marshaling” or any similar doctrine with respect to the Collateral, the Prepetition Debt, or the Prepetition Collateral. Further, in no event shall the “equities of the case” exception in section 552(b) of the Bankruptcy Code apply to each of the Administrative Agent, or the other Secured Parties with respect to proceeds, products, offspring or profits of any Prepetition Collateral.

12. Effect of Stipulations on Third Parties. The Borrower’s and Guarantors’ stipulations, admissions, agreements and releases contained in this Interim Order shall be binding upon the Borrower and Guarantors in all circumstances and for all purposes. The Borrower’s and Guarantors’ stipulations, admissions, agreements and releases contained in this Interim Order shall be binding upon all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases and any other person or entity acting or seeking to act on behalf of the Debtors’ estates including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors, in all circumstances and for all

purposes unless: (a) such committee or any other party in interest with requisite standing (subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to do so) has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph) by no later than (i) the earlier of 60 calendar days after the appointment of the Creditors' Committee or 5 business days prior to the hearing on the Sale (as hereinafter defined); and (ii) any such later date as (x) has been agreed to by the Administrative Agent with respect to the Obligations or the Prepetition Liens, or (y) has been ordered by the Court for cause upon a motion filed and served within any applicable period (the time period established by the foregoing clauses (i)-(ii), the "**Challenge Period**"), (A) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition Debt or the Prepetition Liens, or (B) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, the "**Challenges**") against the Administrative Agent and the other Secured Parties or their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (each, a "**Representative**" and, collectively, the "**Representatives**") in connection with matters related to the Prepetition Loan Documents, the Prepetition Debt, the Prepetition Liens and the Prepetition Collateral; and (b) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; *provided, however*, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior

to the expiration of the Challenge Period shall be deemed forever, waived, released and barred. If no such Challenge is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding then: (1) the Borrower's and Guarantors' stipulations, admissions, agreements and releases contained in this Interim Order shall be binding on all parties in interest; (2) the obligations of the Borrower and Guarantors under the Prepetition Loan Documents, including the Prepetition Debt, shall constitute allowed claims not subject to defense avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise, except under the Intercreditor Agreements), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity for all purposes in the Chapter 11 Cases, and any subsequent chapter 7 case(s); (3) the Prepetition Liens on the Prepetition Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, security interests and liens, not subject to defense, avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual (other than pursuant to the Intercreditor Agreements), or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity, including any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors) and any defense, avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any

statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against any of the Administrative Agent and the other Secured Parties and their Representatives arising out of or relating to any of the Prepetition Loan Documents, the Prepetition Debt, the Prepetition Liens and the Prepetition Collateral shall be deemed forever waived, released and barred. If any such Challenge is timely filed during the Challenge Period, the stipulations, admissions, agreements and releases contained in this Interim Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on each other statutory or nonstatutory committee appointed or formed in the Chapter 11 Cases and on any other person or entity, except to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Prepetition Loan Documents, the Prepetition Debt or the Prepetition Liens, and any ruling on standing, if appealed, shall not stay or otherwise delay the Chapter 11 Cases or confirmation of any plan of reorganization.

13. Indemnification. The Administrative Agent and the other Secured Parties have acted in good faith and without negligence, misconduct, or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating,

implementing, documenting, or obtaining requisite approvals of the use of Cash Collateral, including in respect of the granting of the Replacement Liens, any challenges or objections to the use of Cash Collateral and all other documents related to and all transactions contemplated by the foregoing. Accordingly, without limitation to any other right to indemnification, the Administrative Agent and the other Secured Parties shall be and hereby are indemnified (as applicable) as provided in the Prepetition Loan Documents. The Borrower and Guarantors agree that no exception or defense in contract, law, or equity exists as of the date of this Interim Order to any obligation set forth, as the case may be, in this paragraph 13, or in the Prepetition Loan Documents to indemnify and/or hold harmless the Administrative Agent and the other Secured Parties, as the case may be, and any such defenses are hereby waived

14. Binding Effect. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (a) confirming any plan in the Debtors' cases; (b) converting of any of the Debtors' Chapter 11 Cases to a Chapter 7 case; or (c) dismissing any of the Debtors' cases, and the terms and provisions of this Interim Order as well as the Replacement Liens granted pursuant to this Interim Order shall continue in full force and effect notwithstanding the entry of such order, and such Replacement Liens shall maintain their priority as provided by this Interim Order until all of the Obligations, including, without limitation, all Obligations arising or occurring prior to, on or after the Petition Date, are indefeasibly paid in full and discharged on terms acceptable to the Administrative Agent and the other Secured Parties. The provisions of this Interim Order shall be binding upon and inure to the benefit of the Administrative Agent and the other Secured Parties, the Debtors, and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in the cases as a legal representative the Debtors or the Debtors' estates.

15. The use of Cash Collateral pursuant to the terms and conditions of this Interim Order shall not be deemed to be a consent by Secured Parties to any other or further use of Cash Collateral. Nothing in this Interim Order shall be construed or used in any way to limit, impair or prejudice the rights of Secured Parties to seek additional adequate protection for the use of the Prepetition Collateral.

16. Good Faith. The Administrative Agent and the other Secured Parties have acted in good faith (including, without limitation, for purposes of Section 363(m) of the Bankruptcy Code) in connection with this Interim Order and their reliance on this Interim Order has been and is in good faith.

17. Effectiveness. The provisions of this Interim Order shall be effective immediately upon entry of this Interim Order by the Court pursuant to Bankruptcy Rules 6004(h) and 7062 and any actions taken pursuant thereto shall survive entry of, and shall govern with respect to any conflict with any order which may be entered confirming any plan, dismissing any of the Debtors' Chapter 11 cases pursuant to Bankruptcy Code Sections 303, 305 or 1112, or converting any of the Debtors' cases from Chapter 11 to Chapter 7, and the terms and provisions of this Interim Order as well as the priorities in payment, liens, and security interests granted pursuant to this Interim Order and the Loan Documents shall continue in these or any superseding cases under the Bankruptcy Code, and such priorities in payment, liens and security interests shall maintain their priority as provided by this Interim Order.

18. Reliance. If any or all provisions of this Interim Order are hereafter modified, vacated, amended or stayed by subsequent order of this Court or any other court, such modification, vacatur, amendment or stay shall not affect the validity of any obligation to Secured Parties incurred prior to the effective date of such modification, vacatur, amendment or stay, or

the validity, perfection and enforceability of any security interest, lien or priority authorized or created pursuant to this Interim Order. Notwithstanding any such modification, vacatur, amendment or stay to any or all provisions of this Interim Order, any obligations of the Borrower and Guarantors to the Administrative Agent and the other Secured Parties arising prior to the effective date of such modification, vacatur, amendment or stay shall be governed in all respects by the original provisions of this Interim Order, and any security interest or lien granted to Secured Parties pursuant to this Interim Order shall be governed in all respects by the original provisions of this Interim Order.

19. Preservation of Rights Granted Under this Interim Order. In the event this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, any liens or claims granted to the Administrative Agent and the other Secured Parties and the Floorplan Lenders hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the Administrative Agent and the other Secured Parties and the Floorplan Lenders shall be entitled to all the rights, remedies, privileges, and benefits afforded in section 364(e) of the Bankruptcy Code.

20. Milestones. The Debtors shall achieve each of the following milestones (as the same may be extended from time to time with the written consent of the Administrative Agent (the “*Milestones*”)):

- A. No later than October 28, 2025, the Court shall have entered this Interim Order;
- B. No later than close of business on October 29, 2025, the Debtors shall have entered into a postpetition floorplan facility with one or more of the Floorplan Lenders in form and substance satisfactory to the Administrative Agent;

- C. No later than October 30, 2025, the Debtors shall file with the Court a motion (i) to approve the sale of substantially all of the Debtors' assets pursuant to Section 363 of the Bankruptcy Code (the "***Sale***"), and (ii) to approve procedures for the marketing and sale of the Debtors' assets, in each case in form and substance acceptable to the Administrative Agent (the "***Sale and Bid Procedures Motion***");
- D. No later than two (2) business days after the hearing on the Sale and Bid Procedures Motion, the Court shall have entered an order approving the same (the "***Bid Procedures Order***");
- E. No later than November 14, 2025, the Debtors shall have executed a term sheet, in form and substance acceptable to Administrative Agent ("***DIP Term Sheet***") to enter into a senior secured postpetition financing facility (the "***DIP Facility***") among the Debtors and Administrative Agent and the other Secured Parties;
- F. No later than November 15, 2025, the Debtors shall file with this Court a motion (the "***DIP Financing Motion***"), in form and substance acceptable to the Administrative Agent, seeking entry of interim and final orders authorizing the Debtors to enter into the DIP Facility;
- G. No later than two (2) business days after the interim hearing on the DIP Financing Motion, the Court shall have entered an Interim DIP Order;
- H. No later than November 17, 2025, the Debtors will have obtained one or more Letters of Intent setting forth proposed terms for the acquisition of substantially all of the Debtors' assets in form and substance acceptable to the Administrative Agent;

I. No later than December 18, 2025, the Bankruptcy Court shall have approved the Sale and entered an order authorizing and approving the Sale (the “***Sale Order***”) and the transactions contemplated thereby in form and substance acceptable to the Administrative Agent; and;

J. The Sale shall close no later than January 9, 2026.

21. The Debtors covenant and agree that they will comply with each of the Milestones. Each of the Milestones may be extended or waived in writing by the Administrative Agent and the other Secured Parties, in their sole discretion. The Debtors shall promptly file with the Court a notice of any extension or waiver of any Milestone granted by the Administrative Agent and the other Secured Parties.

22. Automatic Stay. The Automatic Stay is hereby modified to the extent necessary to permit (a) the Debtors or the Administrative Agent or the other Secured Parties, as applicable, to commit all acts and take all actions necessary to implement this Interim Order, (b) all acts, actions, and transfers contemplated herein, including, without limitation, transfers of Cash Collateral and other funds to the Administrative Agent and the other Secured Parties by the Debtors as provided herein, and (c) consistent with the terms of this Interim Order, to permit the Administrative Agent and the other Secured Parties, at their option, to pursue their rights and remedies as to the Prepetition Collateral and Postpetition Collateral in accordance with the Prepetition Credit Agreement, the Prepetition Loan Documents, and applicable law.

23. Master Proofs of Claim. The Administrative Agent and the other Secured Parties shall not be required to file proofs of claim in the Chapter 11 Cases or any successor case in order to assert claims on behalf of themselves for payment of the Prepetition Debt arising under the Prepetition Loan Documents, including, without limitation, any principal, unpaid interest, fees,

expenses and other amounts under the Prepetition Loan Documents. The statements of claim in respect of such indebtedness set forth in this Interim Order is deemed sufficient to and does constitute proofs of claim in respect of such debt and such secured status. However, in order to facilitate the processing of claims, the Administrative Agent is authorized, but not directed or required, to file in the Debtors' lead Chapter 11 Case, a master proof of claim on behalf of its respective Secured Parties on account of any and all of their respective claims arising under the applicable Prepetition Loan Documents and hereunder (each, a "***Master Proof of Claim***") against each of the Debtors. Upon the filing of a Master Proof of Claim by the Administrative Agent, it shall be deemed to have filed a proof of claim in the amount set forth opposite its name therein in respect of its claims against each of the Debtors of any type or nature whatsoever with respect to the applicable Prepetition Loan Documents, and the claim of each applicable Secured Party (and each of its respective successors and assigns), named in a Master Proof of Claim shall be treated as if it had filed a separate proof of claim in each of these Chapter 11 Cases.

24. Credit Bidding. Subject to the lien priorities set forth herein, the Administrative Agent and the other Secured Parties shall have the right, consistent with the provisions of the Prepetition Loan Documents, as applicable, to credit bid up to the full amount of the applicable Obligations and the Adequate Protection Obligations in any sale of the Collateral, as applicable, in each case outside the ordinary course of business, without the need for further Court order authorizing the same and whether any such sale is effectuated through sections 363(k), 1123 or 1129(b) of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, in each case unless the Court for cause orders otherwise; *provided* that the amount of any Adequate Protection Obligations shall have been determined by an order of the Court prior to the submission of any credit bid including such obligations

25. Final Hearing. A final hearing on the Motion shall take place before the Honorable Edward L. Morris, United States Bankruptcy Judge, at the United States Bankruptcy Court, Northern District of Texas, Eldon B. Mahon U.S. Courthouse, 501 W. Tenth Street, Courtroom 204, Fort Worth, Texas 76102, at a date and time to be noticed by the Debtors to all parties in interest in a subsequent notice of hearing (the “**Final Hearing**”). Objections shall be in writing and shall be filed with the Clerk of the Court so that any such objections are received on or before the deadline for filing such objections. Pursuant to Bankruptcy Rule 4001(d)(2), any objection to the entry of a final order on the Motion (the “**Final Order**,” and together with the Interim Order, the “**Cash Collateral Orders**”) must be filed on or before 5:00 p.m. Central Time on the date that is five (5) business days prior to the Final Hearing.

26. THIS ORDER IS EFFECTIVE IMMEDIATELY.

END OF ORDER

Order submitted by:

BONDS ELLIS EPPICH SCHAFER JONES LLP

Joshua N. Eppich (Texas Bar No. 24050567)

Ken Green (Texas Bar No. 24036677)

Eric T. Haitz (Texas Bar No. 24101851)

420 Throckmorton Street, Suite 1000

Fort Worth, Texas 76102

(817) 405-6900 telephone

(817) 405-6902 facsimile

Email: joshua@bondsellis.com

Email: ken.green@bondsellis.com

Email: eric.haitz@bondsellis.com

Proposed Counsel for

Debtors and Debtors-in-Possession

EXHIBIT A

Approved Budget

Groff Tractor Mid Atlantic, LLC

Case #25-90010-elm-11

Budget

\$ in Thousands

Bgt Week	1	2	3	
Week Start	10/27/2025	11/3/2025	11/10/2025	
Week End	10/31/2025	11/7/2025	11/14/2025	
Status	Budget	Budget	Budget	3-Week Total
Total Receipts	750	750	750	2,250
Operating Disbursements				
Employee-related Disbursements	(671)	(30)	(433)	(1,133)
Employee-related Disbursements - Insiders	(19)	-	(19)	(37)
Parts	(450)	(313)	(258)	(1,020)
Other Vendor Payments	(120)	(120)	(120)	(360)
Prepaid Deposits for Parts	(263)	-	-	(263)
P-Card / Credit Card Payments	(70)	(35)	(35)	(140)
Utility Deposit	-	(12)	-	(12)
D&O Insurance	(50)	-	-	(50)
Floor Plan Payments	(730)	-	-	(730)
Vehicle Leases	-	(77)	-	(77)
Total Operating Disbursements	(2,372)	(587)	(864)	(3,822)
Total Operating Cash Flow	(1,622)	164	(114)	(1,572)
Non-Operating Disbursements				
Appraisal Fees	-	(15)	-	(15)
Claims Agent Retainer	(10)	-	-	(10)
Total Non-Operating Disbursements	(10)	(15)	-	(25)
Total Disbursements	(2,382)	(602)	(864)	(3,847)
Total Net Cash Flow	(1,632)	149	(114)	(1,597)
Beginning Book Cash	2,195	563	712	2,195
Net Cash Flow	(1,632)	149	(114)	(1,597)
Ending Book Cash	563	712	598	598

EXHIBIT B

GUARANTOR ACKNOWLEDGMENT AND REAFFIRMATION

THIS GUARANTOR ACKNOWLEDGEMENT AND REAFFIRMATION (this “Guarantor Acknowledgement”), dated as of October __, 2025, is by GROFF RESOURCES HOLDINGS, LLC, a Texas limited liability company (“Resources”) in favor of MANUFACTURERS AND TRADERS TRUST COMPANY (“M&T”), as administrative agent (in such capacity, “Administrative Agent”) for the Lenders (as hereinafter defined). Capitalized terms used herein, but not defined herein, shall have the meanings set forth in the Credit Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, Groff Tractor Holdings, LLC, a Texas limited liability company (“Borrower”), Resources, Groff Tractor Mid Atlantic, LLC, a Texas limited liability company (“GTMA”), and Dealer 2023, LLC, a Texas limited liability company (“Dealer 2023” and collectively with Resources and GTMA, “Guarantors” and individually, each a “Guarantor”) have entered into financing arrangements with Administrative Agent and the financial institutions from time to time party thereto as lenders (each a “Lender” and collectively, the “Lenders”) as set forth in the Amended and Restated Credit Agreement, dated as of February 1, 2023, as amended by the Limited Waiver and First Amendment to Amended and Restated Credit Agreement, dated as of July 20, 2023, the Forbearance Agreement and Second Amendment to Credit Agreement (the “Forbearance Agreement”), dated as of December 21, 2023, as amended by Amendment No. 1 to Forbearance Agreement and Third Amendment to Credit Agreement, March 22, 2024, Amendment No. 2 to Forbearance Agreement and Fourth Amendment to Credit Agreement, dated as of June 28, 2024, Amendment No. 3 to Forbearance Agreement and Fifth Amendment to Credit Agreement, dated as of October 24, 2024, Amendment No. 4 to Forbearance Agreement and Sixth Amendment to Credit Agreement, dated as of February 21, 2025, Amendment No. 5 to Forbearance Agreement and Seventh Amendment to Credit Agreement, dated March 14, 2025, Amendment No. 6 to Forbearance Agreement and Eighth Amendment to Credit Agreement, dated May 6, 2025, and Amendment No. 7 to Forbearance Agreement and Ninth Amendment to Credit Agreement, dated May 6, 2025 (together with the Forbearance Agreement as in effect on the Petition Date, the “Prepetition Credit Agreement”, and as may thereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “Credit Agreement”), pursuant to which Lenders have made loans and provided other financial accommodations to the Borrower on the terms and subject to the conditions set forth therein and in accordance with the other agreements, documents and instruments executed and delivered in connection with the Prepetition Credit Agreement (as in effect on the Petition Date, the “Prepetition Loan Documents” and as may thereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “Loan Documents”);

WHEREAS, on October [__], 2025 (the “Petition Date”), each of Borrower, GTMA and Dealer 2023 (each sometimes referred to herein as a “Debtor” and collectively as “Debtors”) filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (the “Bankruptcy Code”) with the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the “Bankruptcy Court”) and Debtors have retained possession of its assets and is authorized under the Bankruptcy Code to continue the operation of their businesses as debtor-in-possession (the “Chapter 11 Cases”);

WHEREAS, as of the date hereof, the Bankruptcy Court has entered the Interim Order (I) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361, 362, 363, AND 507 (III) Scheduling a Final Hearing, and (IV) Granting Related Relief (the “Interim Cash Collateral Order”) pursuant to which Debtors and Resources requested and Administrative Agent and the other Secured Parties have agreed to provide certain post-petition financing in the Chapter 11 Cases as set forth in the Cash Collateral Order;

WHEREAS, Resources has unconditionally guaranteed the payment in full of the Obligations of Borrower and of the Guaranteed Obligations of each other Guarantor pursuant to the terms of the continuing guarantee set forth in the Prepetition Credit Agreement;

WHEREAS, in connection with the relief granted to Debtors pursuant to the Interim Cash Collateral Order, Resources has agreed to acknowledge the terms and conditions of the Interim Cash Collateral Order and reaffirm its guarantee and Guaranteed Obligations;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Acknowledgment, Consent, Ratification and Reaffirmation.

1.1 Resources hereby acknowledges that it has received a copy of the Interim Cash Collateral Order and the other agreements, documents and instruments executed and delivered in connection therewith as approved by the Administrative Agent (the “Interim Cash Collateral Documents”) and hereby consents to the performance by Debtors of the Interim Cash Collateral Order and the other Interim Cash Collateral Documents.

1.2 Resources hereby acknowledges, confirms and agrees that Resources is indebted to Administrative Agent and the other Secured Parties for the Guaranteed Obligations as provided for in the Credit Agreement and the other Loan Documents, the Interim Cash Collateral Order and the other Interim Cash Collateral Documents, as of the date hereof, all of which are unconditionally owing to Administrative Agent and the other Secured Parties, without offset, defense or counterclaim of any kind, nature or description whatsoever.

1.3 Resources hereby expressly acknowledges, confirms and agrees that: (a) the Guaranteed Obligations consist of both the Guaranteed Obligations arising before the Petition Date and any obligations, liabilities or indebtedness to Administrative Agent and the other Secured Parties arising after the Petition Date under the Credit Agreement, the other Loan Documents, the Interim Cash Collateral Order and the other Interim Cash Collateral Documents, (b) the Guaranteed Obligations arising under the Credit Agreement and the other Loan Documents after giving effect to the Interim Cash Collateral Order and the other Interim Cash Collateral Documents are owing to Administrative Agent and the other Secured Parties, without offset, defense or counterclaim of any kind, nature or description whatsoever, (c) both (i) before and after giving effect to the Chapter 11 Cases and (ii) after giving effect to the effectiveness of the Interim Cash Collateral Order and the other Interim Cash Collateral Documents, the agreements and obligations of Resources contained in the Credit Agreement and the other Loan Documents and in

this Guarantor Acknowledgment constitute the legal, valid and binding obligations of Resources enforceable against Resources in accordance with their terms, and (d) both (i) before and after giving effect to the Chapter 11 Cases and (ii) the effectiveness of the Interim Cash Collateral Order and the other Interim Cash Collateral Documents, Administrative Agent and the other Secured Parties are entitled to all of the rights, remedies and benefits under the Credit Agreement and the other Loan Documents.

Section 2. Representations, Warranties and Covenants. In addition to the continuing representations, warranties and covenants heretofore or hereafter made by Resources to Administrative Agent and the other Secured Parties pursuant to the Credit Agreement, the other Loan Documents, the Interim Cash Collateral Order and the other Interim Cash Collateral Documents, Resources hereby represents, warrants and covenants with and to Administrative Agent and the other Secured Parties as follows (which representations, warranties and covenants are continuing and shall survive the execution and delivery hereof):

2.1 Due Authorization, Execution and Delivery; No Conflict. This Guarantor Acknowledgment has been duly authorized, executed and delivered by all necessary action on the part of Resources and is in full force and effect as of the date hereof. The execution, delivery and performance of this Guarantor Acknowledgment and each other agreement or instrument to be executed and delivered by Resources hereunder are not in contravention of law or the terms of Resources' certificate of incorporation, by laws, certificate of formation, operating agreements or other organizational documentation, or any indenture, agreement or undertaking to which Resources is a party or by which or its property are bound.

2.2 Additional Defaults. Any misrepresentation in respect of any representation or warranty by Resources contained in this Guarantor Acknowledgment, the Credit Agreement, the other Loan Documents, the Interim Cash Collateral Order or the other Interim Cash Collateral Documents, or any failure of Resources to comply with the covenants, conditions and agreements contained in this Guarantor Acknowledgment, the Credit Agreement, the other Loan Documents, the Interim Cash Collateral Order or the other Interim Cash Collateral Documents shall constitute an immediate Event of Default, under the Credit Agreement and the other Loan Documents, and shall not be subject to any cure or grace period.

Section 3. Release and Other Matters.

3.1 Release. In consideration of the agreements of Administrative Agent and the other Secured Parties contained in the this Guarantor Acknowledgment, the Credit Agreement, the other Loan Documents, the Interim Cash Collateral Order or the other Interim Cash Collateral Documents, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Resources, on behalf of itself and its successors, assigns and other legal representatives, hereby absolutely, unconditionally and irrevocably release, remise and forever discharge Administrative Agent and the other Secured Parties, each of its and their successors and assigns, and each of its and their present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, partners, members, managers, attorneys, employees, agents and other representatives (Administrative Agent, the other Secured Parties and all such other parties being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts,

controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a “Claim” and collectively, “Claims”) of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which Resources, or its successors, assigns or other legal representatives, may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any nature, cause or thing whatsoever which arises at any time on or prior to the day and date of this Guarantor Acknowledgment, in connection with this Guarantor Acknowledgment, the Credit Agreement, the other Loan Documents, the Interim Cash Collateral Order or the other Interim Cash Collateral Documents, each as amended and supplemented through the date hereof. Resources understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release. Resources agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final and unconditional nature of the release set forth above.

3.2 Covenant Not to Sue. Resources, on behalf of itself and its successors, assigns and other legal representatives, hereby absolutely, unconditionally and irrevocably covenant and agree with each Releasee that Resources will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged pursuant to Section 3.1 hereof. If Resources violates the foregoing covenant, Resources agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys’ fees and costs incurred by any Releasee as a result of such violation.

3.3 Waiver of Statutory Provisions. RESOURCES HEREBY EXPLICITLY WAIVES ALL RIGHTS UNDER AND ANY BENEFITS OF ANY COMMON LAW OR STATUTORY RULE OR PRINCIPLE WITH RESPECT TO THE RELEASE OF SUCH CLAIMS. RESOURCES AGREES THAT NO SUCH COMMON LAW OR STATUTORY RULE OR PRINCIPLE SHALL AFFECT THE VALIDITY OR SCOPE OR ANY OTHER ASPECT OF THIS RELEASE.

Section 4. Provisions of General Application.

4.1 Effect of this Guarantor Acknowledgment. Except as expressly set forth herein, no other changes or modifications to the Credit Agreement or the other Loan Documents are intended or implied, and in all other respects the Credit Agreement and the other Loan Documents are hereby specifically ratified, restated and confirmed by all parties hereto as of the date hereof. This Guarantor Acknowledgment and any instruments or documents delivered or to be delivered in connection herewith, represent the entire agreement and understanding concerning the subject matter hereof and thereof between the parties hereto, and supersede all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written. To the extent of conflict between the terms of this Guarantor Acknowledgment and the Credit Agreement and the other Loan Documents, the terms of this Guarantor Acknowledgment shall control.

4.2 Amendments. This Guarantor Acknowledgment may not be waived, amended or modified except pursuant to an agreement in writing entered into by the Resources and Administrative Agent.

4.3 Binding Agreement; No Third-Party Beneficiaries. This Guarantor Acknowledgment shall be binding upon and inure to the benefit of each of the parties hereto and its respective successors and assigns. This Guarantor Acknowledgment is solely for the benefit of Administrative Agent, the other Secured Parties, Resources and each of their respective successors and assigns, and no other person shall have any right, benefit, priority or interest under, or because of the existence of, this Guarantor Acknowledgment.

4.4 Further Assurances. The parties hereto shall execute and deliver such additional documents and take such additional action as may be reasonably necessary or desirable to effectuate the provisions and purposes of this Guarantor Acknowledgment.

4.5 Governing Law. The validity of this Guarantor Acknowledgment, the construction, interpretation and enforcement hereof, and the rights of Resources or Administrative Agent and the other Secured Parties with respect to all matters arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with the laws of the State of New York, without regard to any principle of conflict of laws or other rule that would result in the application of any jurisdiction other than the State of New York.

4.6 Waiver of Jury Trial. To the fullest extent permitted by applicable law, each party hereto irrevocably waives any right to trial by jury of any claim, demand, action or cause of action arising under this agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this agreement or the transactions contemplated hereby, in each instance whether now existing or hereafter arising and whether in contract, tort, equity or otherwise.

4.7 Headings. The headings listed herein are for convenience only and do not constitute matters to be construed in interpreting this Guarantor Acknowledgment.

4.8 Counterparts; Electronic Execution. This Guarantor Acknowledgment, any documents executed in connection herewith and any notices delivered under this Guarantor Acknowledgment, may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Administrative Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Guarantor Acknowledgment or on any notice delivered to Administrative Agent under this Guarantor Acknowledgment. This Guarantor Acknowledgment and any notices delivered under this Guarantor Acknowledgment may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Guarantor Acknowledgment and any notices as set forth herein will be

as effective as delivery of a manually executed counterpart of this Guarantor Acknowledgment or notice.

[REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Guarantor
Acknowledgment to be duly executed and delivered by its authorized officers as of the day and
year first above written.

RESOURCES:

GROFF RESOURCES HOLDINGS, LLC

By: _____

Name:

Title:

ACKNOWLEDGED

ADMINISTRATIVE AGENT:

MANUFACTURERS AND TRADERS
TRUST COMPANY

By: _____

Name: Wendy Andrus

Title: Senior Vice President

[Resources Acknowledgement and Reaffirmation Agreement]

EXHIBIT 2

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

In re:

**GROFF TRACTOR MID ATLANTIC,
LLC, *et al.***

Debtors.¹

§ **Chapter 11**

§

§ **Case No. 25-90010**

§

§ **(Jointly Administered)**

§

§

§

**DECLARATION OF MICHAEL JUNIPER IN SUPPORT OF THE DEBTORS’
EMERGENCY MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I)
AUTHORIZING USE OF CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363, (II)
GRANTING ADEQUATE PROTECTION PURSUANT TO 11 U.S.C. § 361 AND 363,
(III) GRANTING PROTECTIONS UNDER 11 U.S.C. § 364 FOR CONTINUATION OF
THE PURCHASE CARD PROGRAM, (IV) MODIFYING THE AUTOMATIC STAY, (V)
SCHEDULING A FINAL HEARING, AND (VI) GRANTING RELATED RELIEF**

I, Michael Juniper, hereby declare under penalty of perjury, pursuant to 28 U.S.C. § 1746,
as follows:

1. I am a Managing Director and Partner at CR3 Partners LLC (“CR3”), a financial consulting firm, and I have been appointed as the proposed Chief Restructuring Officer of Groff Tractor Mid Atlantic, LLC (“GTMA”), and each of the other above-captioned debtors and debtors in possession (collectively, the “Debtors” or “Company”).

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors’ federal tax identification numbers, are: Groff Tractor Mid Atlantic, LLC (7629), Dealer 2023 LLC (3275), and Groff Tractor Holdings, LLC (0486), and the location of the service address for the Debtors is: 1460 Main Street, Suite 200, Southlake, TX 76092.

2. I have more than 20 years of financial and operation experience spanning a wide range of industries, including dealership, manufacturing, distribution, hospitality and entertainment, publishing, energy, oil and gas, and real estate.

3. I specialize in assisting distressed companies and, in connection therewith, have served in various roles, including chief restructuring officer, chief financial officers, treasurer, and financial advisor. Before I joined CR3 Partners in 2017, I served as the Senior Vice President of the Corporate Restructuring Group at Deloitte and as a Managing Director of CRG Partners Group LLC prior to its acquisition by Deloitte.

4. I am familiar with the Debtors' businesses, financial affairs, and day-to-day operations. As a result of my service with the Company, review of relevant documents, and discussions with other members of the Company's management team and its professionals, I am familiar with the Company and in particular the Debtors' day-to-day operations, business affairs, and books and records.

5. I am authorized to submit this Declaration in support of the Debtors' *Emergency Motion for Entry of Interim and Final Orders (i) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. § 363, (ii) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361 and 363, (iii) Granting Protections Under 11 U.S.C. § 364 for Continuation of the Purchase Card Program, (iv) Modifying the Automatic Stay, (v) Scheduling a Final Hearing, and (vi) Granting Related Relief* (the "Motion") and, if called upon to testify, I could and would testify competently to the facts set forth herein.

6. Except as otherwise indicated herein, all facts set forth in this Declaration are based upon my personal knowledge of the Debtors' operations and finances, information learned from my review of relevant documents, information supplied to me by other members of the Debtors'

management and the Debtors' professional advisors, or my opinion based on my experience, knowledge, and information concerning the Debtors' operations and financial condition. To the extent that any information provided herein is materially inaccurate, I will act promptly to notify the Court and other parties; however, I believe all information herein to be true and correct to the best of my knowledge.

7. On October 14, 2025 (the "Petition Date"), each of the Debtors commenced a case (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") with the United States Bankruptcy Court for the Northern District of Texas (the "Court").

8. The Debtors continue to operate their businesses and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and no committees have been appointed or designated.

URGENT NEED FOR INTERIM APPROVAL OF THE MOTION

9. By the Motion, the Debtors seek entry of interim (the "Interim Order")² and final orders:

- a. authorizing the Debtors to use the Debtors' cash, wherever located and held, including cash in deposit accounts, that constitutes or will constitute "cash collateral" of any of the Administrative Agent (as defined below) and the other Secured Parties within the meaning of section 363(a) of the Bankruptcy Code ("Cash Collateral") solely in accordance with the Interim Order and the Approved Budget (as hereinafter defined);
- b. granting the Debtors authority to provide adequate protection to the Administrative Agent (as defined herein) and the other Secured Parties (as defined in the Prepetition Credit Agreement (as hereinafter defined)) for their interests in the Prepetition Collateral, including Cash Collateral;

² The Interim Order reflects the terms upon which the Administrative Agent (M&T) consents to the Debtors' use of Cash Collateral.

- c. granting the Debtors authority to provide protections under Section 364 for post-petition advances under the Purchase Card Program;
- d. waiving (a) the Debtors' right to surcharge the Prepetition Collateral (as defined herein) and the Adequate Protection Collateral (together, the "Collateral") pursuant to section 506(c) of the Bankruptcy Code and (b) any "equities of the case" exception under section 552(b) of the Bankruptcy Code; *provided* that the foregoing waiver shall be subject to the entry of a Final Order;
- e. waiving the equitable doctrine of "marshaling" and other similar doctrines with respect to the Collateral for the benefit of any party other than the Administrative Agent and the other Secured Parties; *provided* that the foregoing waiver shall be subject to the entry of a Final Order;
- f. vacating and modifying the automatic stay under the Bankruptcy Code (the "Automatic Stay") to the extent set forth herein and as necessary to permit the Debtors and their affiliates, the Administrative Agent and the other Secured Parties to implement and effectuate the terms and provisions of this Interim Order, and, upon entry, the Final Order, and to deliver any notices of termination described below and as further set forth herein;
- g. waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of the Interim Order and providing for the immediate effectiveness of the Interim Order; and
- h. scheduling the Final Hearing to consider final approval of the use of Cash Collateral and approving notice with respect thereto in accordance with Bankruptcy Rule 4001(c)(2).

10. The Debtors require immediate access to Cash Collateral in order to preserve and maximize the value of their assets in the critical early stages of these Chapter 11 Cases, as the Debtors continue to operate their dealerships for the benefit of all stakeholders while continuing a marketing and sale process for their assets. Absent access to Cash Collateral, the Debtors and their bankruptcy estates will suffer immediate and irreparable harm because the Debtors lack the financial wherewithal to operate their businesses. As a specific example, the Debtors require use of Cash Collateral to fund payroll, no later than 3 p.m. Central Time on Tuesday, October 28,

2025. Without the use of Cash Collateral, the Debtors are likely to have no choice but to immediately cease operations, diminishing the value of the Prepetition Collateral and the Debtors' estates more generally.

11. The protections the Debtors request be provided to Manufacturers and Traders Trust Company ("M&T"), as the administrative agent (in such capacity, "Administrative Agent"), are required by M&T to obtain consensual use of Cash Collateral so that the Debtors can continue to manage and operate their dealerships and businesses while continuing to market the Debtors' assets for a value maximizing sale for the benefit of the Debtors' creditors and estates.

GENERAL BACKGROUND

12. The Debtors manage and operate eight construction equipment dealerships spread across Delaware, Maryland, Pennsylvania and New Jersey. At these dealerships, the Debtors market and sell CASE® brand construction equipment and parts and provide repair and maintenance services for CASE® brand construction equipment along with equipment and parts for Atlas Copco, Takeuchi, Terex, Strickland, Terramac, Roadtec, Sakai, Etnyre, Kleeman, Liebherr, Ecotec and other manufacturers and distributors.

13. GTMA principally operates its construction equipment dealerships in New Jersey, Maryland, Pennsylvania and Delaware. The Debtors manage and operate these construction equipment dealerships pursuant to Case Construction Equipment Sales and Services Agreements that GTMA entered into with CNH Industrial America, LLC ("CASE"). The Dealer Agreements licensed the Debtors to use the CASE® trademark and act as an authorized dealer for the sale of CASE® construction equipment in New Jersey, Delaware, Maryland and Pennsylvania, and to provide repair and maintenance to new and used CASE® construction equipment and products.

14. GTMA leases its dealership locations and maintains an inventory of new and used construction equipment and parts to sell to and service their customers.

PREPETITION CAPITAL STRUCTURE OF DEBTORS

15. As of the Petition Date, the Debtors had approximately \$1.3 million of cash, not less than \$107.5 million in total principal amount outstanding under their funded secured debt obligations, and approximately \$8 million in total outstanding unsecured debt obligations. The funded secured debt obligations primarily consist of (a) a revolving credit facility with M&T, (b) a floor-plan equipment financing facility with CNH Capital for CASE equipment and parts, and (c) two other active floor-plan financing agreements with third-party floor plan lenders. Unsecured debt consists of trade debt, tax claims, and other costs incurred by the Debtors in connection with the operation of their businesses.

A. The Debtors' M&T Revolving Credit Facility

16. On February 1, 2023, the Debtors and Groff Resources Holdings, LLC, a Texas limited liability company ("Resources")³ as a Guarantor (as hereinafter defined) entered into secured financing arrangements with M&T as Administrative Agent for the financial institutions from time to time party thereto as lenders (each a "Lender" and collectively, the "Lenders") and Lenders pursuant to which Lenders and Administrative Agent agreed to make revolving loans and advances available to Holdings presently in the amount of up to \$77,000,000 as set forth in the Amended and Restated Credit Agreement, dated as of February 1, 2023, among Debtors and Resources, Administrative Agent and Lenders (as amended by the Limited Waiver and First Amendment to Amended and Restated Credit Agreement, dated as of July 20, 2023, the Forbearance Agreement and Second Amendment to Credit Agreement, dated as of December 21,

³ Resources is a Guarantor of the Credit Facility with Administrative Agent and the other Secured Parties, did not file Chapter 11, and has acknowledged and agreed to the terms and conditions of this Interim Order.

2023 (the “Forbearance Agreement”), as further amended by Amendment No. 1 to Forbearance Agreement and Third Amendment to Credit Agreement, March 22, 2024, Amendment No. 2 to Forbearance Agreement and Fourth Amendment to Credit Agreement, dated as of June 28, 2024, Amendment No. 3 to Forbearance Agreement and Fifth Amendment to Credit Agreement, dated as of October 24, 2024, Amendment No. 4 to Forbearance Agreement and Sixth Amendment to Credit Agreement, dated as of February 21, 2025, Amendment No. 5 to Forbearance Agreement and Seventh Amendment to Credit Agreement, dated March 14, 2025, Amendment No. 6 to Forbearance Agreement and Eighth Amendment to Credit Agreement, dated May 6, 2025, and Amendment No. 7 to Forbearance Agreement and Ninth Amendment to Credit Agreement, dated June 24, 2025) (together with the Forbearance Agreement as in effect immediately prior to the Petition Date, the “Prepetition Credit Agreement”).

17. In connection with the credit facility under the Prepetition Credit Agreement, (a) GTMA, Dealer 2023 and Resources (GTMA, Dealer 2023 and Resources, each individually a “Guarantor” and collectively, “Guarantors”) absolutely and unconditionally guaranteed the payment in full of the Obligations of Holdings and of the Guaranteed Obligations of each other Guarantor (other than itself) pursuant to the terms of the continuing guarantee set forth in the Prepetition Credit Agreement and (b) Holdings and Guarantors granted a security interest in and to substantially all of their assets and properties to secure the Obligations, including the Guaranteed Obligations, as set forth in the Amended and Restated Pledge and Security Agreement, dated as of February 1, 2023, by the Borrower and Guarantors in favor of the Administrative Agent, the Lenders and the other Secured Parties (as in effect immediately prior to the Petition Date, the “Prepetition Security Agreement”) and together with all other agreements, guaranties, documents, notes, instruments and Uniform Commercial Code filings executed and/or delivered to or for the

benefit of Administrative Agent and the other Secured Parties in connection with or related to the Prepetition Credit Agreement (together with the Prepetition Credit Agreement and the Prepetition Security Agreement, all as in effect immediately prior to the Petition Date, collectively, the “Prepetition Loan Documents”).

18. Pursuant to the Prepetition Credit Agreement and the other Prepetition Loan Documents, Administrative Agent and the other Secured Parties made advances and provided other credit and financial accommodations to the Borrower and Guarantors secured by substantially all of the assets of the Borrower and the Guarantors.

19. Debtors and Resources were indebted and liable to the Administrative Agent and the other Secured Parties under the Prepetition Credit Agreement and the other Prepetition Loan Documents in the aggregate amount of not less than \$74.5 million in respect to Loan Obligations, which amount consists of (a) Revolving Loans and (b) Cash Management Obligations, including all obligations, liabilities and indebtedness of Debtors and Resources arising under or related to the Purchase Card Program (as hereinafter defined), plus interest, fees, and costs (including any attorneys’, accountants’, appraisers’, and financial advisors’ fees and expenses, in each case, that are chargeable or reimbursable under the Prepetition Loan Documents), costs, charges costs, charges, indemnities, and other obligations incurred in connection therewith (whether arising before or after the Petition Date) as provided in the Prepetition Loan Documents (collectively, the “Prepetition Debt”), all of which Prepetition Debt is owing by Borrower and Guarantors to Administrative Agent and the other Secured Parties, without offset, defense or counterclaim of any kind, nature or description whatsoever.

20. As of the Petition Date, pursuant to and in connection with the Prepetition Loan Documents, Debtors and Resources granted to the Administrative Agent, for the benefit of itself

and the other Secured Parties, a security interest in and continuing lien on (the “Prepetition Liens”) substantially all of their assets and property, (a) a valid, binding, properly perfected, enforceable, first priority security interest in and continuing lien on the First Priority Collateral (as defined in the Prepetition Intercreditor Agreement) (which, for the avoidance of doubt, includes the Cash Collateral) and all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (collectively, the “Prepetition Collateral”), which Prepetition Liens are not subject to avoidance, recharacterization, subordination (whether equitable, contractual, or otherwise), recovery, attack, disgorgement, effect, rejection, reduction, disallowance, impairment, counterclaim, offset, crossclaim, defense or Claim under the Bankruptcy Code or applicable non-bankruptcy law, subject and subordinate only, to the extent applicable, the Prepetition Floorplan Liens pursuant to the Floorplan Intercreditor Agreements and certain other liens permitted by the Prepetition Loan Documents, solely to the extent any such permitted liens were valid, binding, enforceable, properly perfected, non-avoidable and senior in priority to the Prepetition Liens as of the Petition Date (the “Prepetition Permitted Senior Liens”).

21. Pursuant to the Prepetition Credit Agreement, the Borrower and Guarantors agreed to maintain depository accounts at M&T into which all proceeds of accounts receivable and other sales and income from customers and clients of Borrower and Guarantors (the “Proceeds”) were agreed to be deposited to, and from which materially all disbursements were agreed to be made (the “M&T Accounts”).

B. The Debtors’ *Active* Floorplan Lenders

22. In the ordinary course, the Debtors rely on various floorplan lenders to finance equipment that is sold at the Debtors’ dealerships. It is customary in the Debtors’ industry to enter

into one or more floorplan financing agreements with lenders to ensure that Debtors' dealerships have sufficient inventory to offer appropriate equipment to customers.

23. Administrative Agent and the other Secured Parties permitted the Debtors and Resources to enter into floorplan financing facilities with the floorplan lenders pursuant to the Prepetition Credit Agreement and to grant a lien in favor of the applicable floorplan lender on the inventory and equipment to be sold or leased to the customer subject to the terms and conditions of an intercreditor and/or subordination agreement (the "Floorplan Intercreditor Agreements").

24. At the time of the Petition Date, the Debtors had three *active* floorplan lenders: CNH Industrial Capital America LLC ("CNH Capital" or "CASE Financial"), Volvo Financial Services ("Volvo"), and De Lage Landen ("DLL" and, collectively with CNH Capital and Volvo, the "Floorplan Lenders").

- a. **CNH Capital:** Certain of the Debtors and CNH Capital, the financing affiliate of CASE, entered into certain financing agreements whereby CNH Capital provided debtor financing related to the Dealer Agreements and the operations of the dealerships. These included (collectively, the "CNH Capital Financing Agreements"):
 - i. Wholesale Financing and Security Agreement dated August 31, 2017;
 - ii. Retail Financing Agreement dated August 31, 2017;
 - iii. An Extended Term Note, dated August 1, 2019, in the original principal amount of \$2,150,000.00; and
 - iv. First Amended and Restated Credit and Security Agreement, dated April 5, 2016.
- b. **Volvo:** Certain of the Debtors and Volvo are party to various loan, financing, and security documents under which the Debtors have received financing to maintain Volvo inventory (the "Volvo Loan Documents"). Volvo asserts a first lien priority security interest in certain of the Debtors' equipment pursuant to the terms of the Volvo Loan Documents.

- c. **DLL**: Certain of the Debtors and DLL are party to various loan, financing, and security documents under which the Debtors have received financing to maintain DLL inventory (the “DLL Loan Documents”). DLL asserts a first lien priority security interest in certain of the Debtors’ equipment pursuant to the terms of the DLL Loan Documents.

25. As of the Petition Date, the Debtors owe not less than (a) \$22 million under the Financing Agreements, (b) \$6 million under the Volvo Loan Documents, and (c) \$0.6 million under the DLL Loan Documents.

C. The Debtors’ *Inactive* Floorplan Lenders

26. In addition to the Floorplan Lenders, the Debtors have historically used several other third-party sources to finance the Debtors’ equipment inventory. As of the Petition Date, the Debtors had four legacy floor plan lenders with balances outstanding on account of equipment and inventory on location but not yet sold; however, such legacy floor plan lenders were not, as of the Petition Date, advancing any new funds under their respective facilities (such lenders, the “Inactive Floorplan Lenders”).

27. The Inactive Floor Plan Lenders include

- a. **US Bank** ~\$467,000 outstanding
- b. **Bank of the West** ~\$219,000 outstanding
- c. **Bank of Oklahoma** ~\$3.1 million outstanding
- d. **Deutsche Leasing** ~\$1 million outstanding

D. The Debtors’ Unsecured Obligations

28. The Debtors’ operations require considerable expenditures with vendors and other service providers to maintain the dealership locations, service equipment, maintain centralized corporate operations, and pay taxes. These core operational functions necessitate the incurrence of ordinary and sometimes extraordinary trade and vendor obligations. Such obligations require

payment on various terms. In the months leading up to the Petition Date, the Debtors fell behind on many unsecured payment obligations. As of the Petition Date, GTMA estimates that its liquidated unsecured trade debt is approximately \$8 million, which amount includes certain unpaid tax obligations.

29. The Debtors are also signatories to two labor union contracts under which certain unsecured claims are owed as of the Petition Date.

PURCHASE CARD PROGRAM

30. The Debtors and Resources utilize a commercial card program (the “Purchase Card Program”) in accordance with the Visa Charge Card Agreement for Commercial Card, Corporate Card, and Purchasing Card Accounts, dated December 8, 2011, between the Debtors and M&T (as amended, modified, or supplemented from time to time, the “Purchase Card Agreement”). The Purchase Card Program permits the Debtors to purchase fuel and related items for the operation of its dealerships and businesses.

31. Under the Purchase Card Program, M&T makes advances, from time to time, to the Debtors not to exceed \$350,000 in the aggregate. The Debtors pay or reimburse M&T for any fees, charges, refunds, chargebacks, reserves and other amounts due and owing from the Debtors to M&T.

32. The indebtedness owed by Debtors to M&T in respect of the Purchase Card Agreement constitutes Cash Management Obligations owed to M&T that is secured by all of the Prepetition Collateral, including a security link and lien in the bank and deposit account maintained with M&T under the Purchase Card Program.

33. The Debtors have an immediate and critical need to continue to be authorized to utilize the Credit Card Program to permit the Debtors to obtain fuel and related items to support its operations of the dealerships.

DEBTORS NEED TO USE CASH COLLATERAL

34. Good and sufficient cause exists for the Debtors' use of Cash Collateral and to grant the Administrative Agent and the other Secured Parties adequate protection.

35. The Debtors have an immediate and critical need to use Prepetition Collateral (including Cash Collateral) in order to, among other things, permit the Debtors to make payroll, to satisfy other working capital and operational needs and to fund expenses of these Chapter 11 Cases. The access of the Borrower and Guarantors to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition Collateral is necessary and vital to the preservation and maintenance of the value of the Prepetition Collateral and the ultimate recovery to the Administrative Agent and the other Secured Parties and other creditors of the Borrower's and Guarantors' estates.

36. The Debtors have sought to obtain consensual use of Cash Collateral and, in connection therewith incur the Adequate Protection Obligations (as defined below), in each case as provided for under the terms and conditions of the Interim and Final Orders.

37. In its operations, the Debtors will continue to collect cash, rents, income, offspring, products, proceeds, and profits generated from the Prepetition Collateral, all of which constitute Prepetition Collateral under the Prepetition Loan Documents that are subject to the Administrative Agent's and the other Secured Parties' security interests as set forth in the Prepetition Loan Documents, as applicable.

38. The Debtors desire to use a portion of the cash, rents, income, offspring, products, proceeds and profits described in the preceding paragraph in their business operations that constitute Cash Collateral of the Administrative Agent and the other Secured Parties under section 363(a) of the Bankruptcy Code. Certain prepetition rents, income, offspring, products, proceeds, and profits, in existence as of the Petition Date or hereafter created or arising, including balances of funds in the Borrower's and Guarantors' prepetition and postpetition operating bank accounts, also constitute Cash Collateral

ADEQUATE PROTECTION

39. The Debtors have sought to obtain consensual use of Cash Collateral and, in connection therewith incur the Adequate Protection Obligations (as defined below), in each case as provided for under the terms and conditions of the Interim and Final Orders.

40. As adequate protection for any diminution in the value of the Pre-Petition Collateral and Postpetition Collateral, the Motion requests that: (a) the Administrative Agent and other Secured Parties be provided under Bankruptcy Code Sections 361, 362 and 363 as security valid, binding, enforceable, non-avoidable and automatically perfected first priority replacement liens ("Replacement Liens") on and security interests in all currently owned and hereafter acquired assets or properties of Debtors and their estates, including, upon entry of the Final Order, the proceeds of avoidance actions (the "Avoidance Proceeds") arising under Chapter 5 of the Bankruptcy Code (collectively, the "Postpetition Collateral"); (b) Administrative Agent, for itself and the benefit of the other Secured Parties, be provided, pursuant to Bankruptcy Code Sections 507(b) and 361, an allowed super-priority administrative expense claim (senior to all other administrative expense claims of any kind) to the extent of any diminution of the value of the Prepetition Collateral and Postpetition Collateral; (c) a provision of any lease or other license,

contract or other agreement requiring landlord or other parties' consent or approval or the payment of fees or obligations to transfer the Debtors' interest in such lease, license, or other agreement shall have no force or effect with respect to the granting of the Replacement Liens on the Debtors' rights to such lease, license or other agreement; (d) payments by the Debtors and Resources to the Administrative Agent funds all fees expenses and other amounts that have accrued and are unpaid and that will accrue under the respective Loan Documents ("Adequate Protection Payment"); and (e) the Administrative Agent and other Secured Parties be provided certain reporting obligations and information rights.

41. M&T has required these Adequate Protection Obligations to consent to the use of their Cash Collateral.

CONCLUSION

42. Based on my experience as a restructuring professional, my familiarity with the Debtors, and my extensive discussions with the Debtors' management team and advisors, I believe the Debtors will materially benefit from immediate use of the Cash Collateral. For these reasons and those set forth above, I believe that the Debtors' determination to move forward with using the Cash Collateral and granting the Administrative Agent and Secured Lenders with the Adequate Protection Obligations is a sound exercise of their business judgment, and it would be appropriate for the Court to approve the Motion.

43. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: October 27, 2025

/s/ Michael Juniper

Michael Juniper
Managing Director and Partner
CR3 Partners LLC