

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

In re:

WHEEL PROS, LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 24-11939 (JTD)
)
) (Jointly Administered)
)
)

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO
(A) OBTAIN POST-PETITION FINANCING, (B) GRANT SENIOR
SECURED PRIMING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE
CLAIMS AND (C) UTILIZE CASH COLLATERAL; (II) GRANTING ADEQUATE
PROTECTION TO THE PREPETITION SECURED PARTIES; (III) MODIFYING
THE AUTOMATIC STAY; AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) for entry of the Interim Order (as defined below) and this final order (this “Final Order,” and together with the Interim Order, the “Orders”) pursuant to sections 105, 361, 362, 363, 364, 503, 506, and 507 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and the local bankruptcy rules for the District of Delaware (the “Local Bankruptcy Rules”), seeking, among other things:²

- a. authorization for Wheel Pros, Inc. (“Parent Borrower” and together with certain other Debtors, collectively, the “DIP ABL Borrowers” and each individually, a “DIP ABL Borrower”) to obtain senior secured debtor-in-possession asset-based financing on a superpriority basis (the “DIP ABL

¹ The last four digits of Debtor Wheel Pros, LLC's federal tax identification number are 5738. A complete list of each of the Debtors in these chapter 11 cases and such Debtor's federal tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/WheelPros>. The location of the Debtors' service address is: 5347 S Valentia Way, Suite 200, Greenwood Village, Colorado 80111.

² Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion or the DIP Credit Agreements (as defined herein), as applicable.

Facility” and, the loans extended thereunder, the “DIP ABL Loans” and, together with all obligations under the DIP ABL Facility, the “DIP ABL Obligations”), and for each of the other Debtors (other than the DIP ABL Borrowers), (collectively, the “DIP ABL Guarantors”; the DIP ABL Borrowers and the DIP ABL Guarantors are hereinafter referred to as the “DIP ABL Loan Parties”) to unconditionally guarantee the DIP ABL Borrowers’ obligations under the DIP ABL Facility, of up to \$175 million in the aggregate principal amount of a senior secured, superpriority, debtor-in-possession asset-based revolving credit facility, including a \$25 million sublimit for the issuance of letters of credit, and providing for (a) the “roll up” of approximately \$18 million in the face amount of undrawn letters of credit issued under the Prepetition ABL Facility (as defined herein) and all Bank Product Obligations (as defined in the Prepetition ABL-FILO Credit Agreement) into the DIP ABL Facility and (b) the refinancing of the Prepetition ABL Facility pursuant to a “creeping roll-up” whereby all cash, collections and proceeds of ABL Priority Collateral (as defined below) pay down the Prepetition ABL Obligations, and any remaining outstanding Prepetition ABL Obligations (as defined herein), together with all accrued and unpaid interest, fees, and expenses shall be fully “rolled” into the DIP ABL Facility and shall constitute DIP ABL Obligations (as defined herein), all in accordance with the terms and conditions set forth in the Orders and that certain *Senior Secured, Super-Priority Debtor-in-Possession ABL Credit and Guarantee Agreement* (as amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof and thereof, together with the schedules and exhibits attached thereto, the “DIP ABL Credit Agreement”), attached to the Interim Order as Exhibit 4, by and among the DIP ABL Loan Parties, Wells Fargo Bank, National Association (in its individual capacity, “Wells Fargo”), as administrative agent and collateral agent (in such capacities, the “DIP ABL Agent”), the lenders party thereto (the “DIP ABL Lenders” and, together with the DIP ABL Agent, the “DIP ABL Secured Parties”) and the other agreements (including the DIP ABL/Term Loan Intercreditor Agreement (as defined below)), documents, instruments and/or amendments executed and delivered in connection therewith (collectively, the “DIP ABL Documents”);

- b. authorization for Parent Borrower, as the borrower (the “DIP Term Loan Borrower” and, together with the DIP ABL Borrowers, the “Borrowers”), to obtain senior secured postpetition financing on a superpriority basis under a new money delayed-draw term loan facility (the “DIP Term Loan Facility” and, together with the DIP ABL Facility, the “DIP Facilities”; and together with all Obligations (as defined in the DIP Term Loan Credit Agreement) under the DIP Term Loan Facility, the “DIP Term Loan Obligations” and, together with the DIP ABL Obligations, the “DIP Obligations”) and for the Debtors (other than the DIP Term Loan Borrower) (collectively, the “DIP Term Loan Guarantors”; and together with the DIP Term Loan Borrower, collectively, the “DIP Term Loan Parties”; the DIP Term Loan Parties and the DIP ABL Loan Parties are hereinafter referred

to as the “Loan Parties”) to guarantee unconditionally the DIP Term Loan Obligations, consisting of (i) an aggregate principal amount of \$85 million available from and after entry of the Interim Order in accordance with the terms of the Approved Budget (as defined herein) (the “Interim DIP Term Loan Amount”) and (ii) an additional aggregate principal amount of \$25 million available from and after entry of this Final Order and in accordance with the terms of the Approved Budget (the “Final DIP Term Loan Amount”) and, together with the Interim DIP Term Loan Amount, the “DIP Term Loans” and, together with the DIP ABL Loans, the “DIP Loans”; and the commitments in respect thereof, the “DIP Commitments”) pursuant to the terms and conditions of the Orders and that certain *Superpriority Secured Debtor-in-Possession Credit Agreement*, attached to the Interim Order as Exhibit 5, among the DIP Term Loan Parties, the lenders party thereto (the “DIP Term Lenders” and, together with the DIP ABL Lenders, the “DIP Lenders”) and Alter Domus (US) LLC, as administrative agent and collateral agent (in such capacities, the “DIP Term Loan Agent” and, together with the DIP ABL Agent, the “DIP Agents” and, collectively with the DIP Lenders, the “DIP Secured Parties”) (as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Final Order, the “DIP Term Loan Credit Agreement” and, collectively with the schedules and exhibits attached thereto, all other Loan Documents (as defined in the DIP Term Loan Credit Agreement), and all agreements (including the DIP ABL/Term Loan Intercreditor Agreement (as defined below)), documents, instruments, and/or amendments executed and delivered in connection therewith, the “DIP Term Loan Documents” and, together with the DIP ABL Documents, including, without limitation, the intercreditor agreement, attached to the Interim Order as Exhibit 6, by and among the DIP Term Loan Agent and the DIP ABL Agent, the “DIP Documents” and, such intercreditor agreement, the “DIP ABL/Term Loan Intercreditor Agreement”) (and “DIP Credit Agreements” shall mean, collectively, the DIP Term Loan Credit Agreement and the DIP ABL Credit Agreement);

- c. authorization for the Loan Parties to execute and enter into the DIP Documents and to perform all such other and further acts as may be required in connection therewith;
- d. authorization for the Loan Parties to use the proceeds of the DIP Facilities, subject to the Approved Budget and this Final Order, (i) to pay working capital and other general corporate needs of the Debtors in the ordinary course of business, (ii) to pay fees, costs, and expenses of administering the Chapter 11 Cases, (iii) to pay obligations arising from or related to the Carve Out (as defined herein), (iv) to pay such other prepetition obligations as set forth in the Approved Budget, or otherwise as approved by the Court, (v) to pay agency fees and the reasonable and documented fees and expenses of the DIP Agents and DIP Lenders owed under the DIP Documents, (vi) to make any adequate protection payments, and (vii) any

other purposes of the Debtors permitted by the Approved Budget or approved by the prior written consent of the Required ABL Lenders and Required DIP Term Lenders (each as defined herein) acting in their sole discretion;

- e. authorization for the Debtors to use the Prepetition Collateral, including the Cash Collateral (as such term is defined in section 363(a) of the Bankruptcy Code), in accordance with the terms of this Final Order, the Approved Budget and the DIP Documents, and providing, among other things, adequate protection to the Prepetition Secured Parties for any Diminution in Value (as defined herein) of their interests in the Estates' interests in the Prepetition Collateral, including the Cash Collateral;
- f. authorization for the Loan Parties to pay, on a final and irrevocable basis, the principal, interest, fees, expenses, and other amounts payable under the DIP Documents as such become earned, due and payable, including, without limitation, all letters of credit, administrative and collateral agents' fees, fronting, undrawn commitments, closing, collateral monitoring, servicing, and other fees including, without limitation, the Closing Fee and the Exit Fee (each as defined in the DIP Term Loan Credit Agreement), all to the extent provided in, and in accordance with, the DIP Documents;
- g. the granting to the DIP ABL Agent of automatically perfected, valid, enforceable, non-avoidable, and fully perfected liens and security interests pursuant to Bankruptcy Code section 364(c)(2) and 364(c)(3) and priming liens pursuant to Bankruptcy Code section 364(d)(1) on the DIP Collateral and all proceeds thereof, including, Avoidance Proceeds (as defined herein), subject and subordinate only to the Carve Out in all respects, the Permitted Liens (as defined herein), if any, and, in respect of the DIP Term Priority Collateral (as defined herein), the prepetition and postpetition liens and security interests in favor of the DIP Term Loan Agent, the DIP Term Lenders and the Prepetition Secured Parties with respect to the (i) DIP Term Loan Facility, (ii) Prepetition FILO Facility, (iii) Prepetition NewCo First Lien Facility, (iv) Prepetition Legacy First Lien Facility, (v) Prepetition Intercompany Facility, and (vi) Prepetition NewCo Second Lien Notes, in each case on the terms and conditions set forth herein (including the relative priorities set forth on **Exhibit 2** hereto), in the Prepetition Secured Facilities Documents (as defined herein) and in the DIP Documents (as defined herein), to secure the DIP ABL Obligations;
- h. the granting to the DIP Term Loan Agent of automatically perfected, valid, enforceable, non-avoidable, and fully perfected liens and security interests pursuant to Bankruptcy Code section 364(c)(2) and 364(c)(3) and priming liens pursuant to Bankruptcy Code section 364(d)(1) on the DIP Collateral and all proceeds thereof, including, Avoidance Proceeds, subject and subordinate only to the Carve Out in all respects, the Permitted Liens, if any, and the prepetition and postpetition liens and security interests in favor

of the DIP ABL Secured Parties and the Prepetition ABL Secured Parties with respect to the DIP ABL Obligations (as defined herein) and the Prepetition ABL Obligations (as defined herein) (but excluding the Prepetition FILO Obligations), in each case, on the terms and conditions set forth herein (including the priorities set forth on Exhibit 2 hereto), and in the Prepetition Secured Facilities Documents (as defined herein) and the DIP Documents, to secure the DIP Term Loan Obligations;

- i. the granting of superpriority administrative expense claims pursuant to Bankruptcy Code section 364(c)(1) against each of the Debtors' estates (the "Estates") to the DIP Secured Parties, with respect to the DIP Obligations, with priority over any and all administrative expenses of any kind or nature subject and subordinate only to the Carve Out on the terms and conditions set forth herein and in the DIP Documents;
- j. authorization for the waiver of (x) the Debtors' and the Estates' ability to surcharge against the DIP Collateral or the Prepetition Collateral (as defined herein) pursuant to Bankruptcy Code section 506(c) with respect to the DIP Secured Parties or the Prepetition Secured Parties, as applicable, (y) the doctrine of "marshaling" and any other similar equitable doctrine with respect to the DIP Collateral and the Prepetition Collateral, and (z) the applicability of the "equities of the case" exception under Bankruptcy Code section 552(b) with respect to the proceeds, products, offspring, or profits of the Prepetition Collateral;
- k. subject to the Notice Period (as defined herein), authorization for the DIP Secured Parties to exercise remedies under the DIP Documents on the terms described herein and therein, upon the occurrence and during the continuation of a DIP Termination Event (as defined herein); and
- l. waiver of any applicable stay (including under section 362 of the Bankruptcy Code and Bankruptcy Rule 6004) and providing for immediate effectiveness of this Final Order.

The Court having considered the Motion, the exhibits attached thereto, the DIP Declarations and the First Day Declaration, the DIP Documents, the evidence submitted and argument made at the interim hearing (the "Interim Hearing") held by this Court on September 10, 2024, and at the final hearing (the "Final Hearing") held by this Court on October 15, 2024; and notice of the Motion and Final Hearing having been provided in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and 9014 and all applicable Local Bankruptcy Rules; and the Court having entered the *Interim Order (I) Authorizing the Debtors to (A) Obtain Post-Petition*

Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling Final Hearing; and (V) Granting Related Relief [Docket No. 95] (the “Interim Order”); and the Final Hearing having been held and concluded; and all objections, if any, to the relief requested in the Motion having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the final relief requested in the Motion is necessary and otherwise is fair and reasonable and in the best interests of the Debtors and their Estates, and is essential for the continued operation of the Debtors’ business and the preservation of the value of the Debtors’ Estate’s; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the Debtors’ entry into the DIP Documents is a sound and prudent exercise of the Debtors’ business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING AND THE FINAL HEARING, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:³

A. Disposition. The relief requested in the Motion is granted on a final basis in accordance with the terms of this Final Order. Any objections to the Motion with respect to the entry of this Final Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby denied and overruled on the merits. This Final Order shall

³ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact pursuant to Bankruptcy Rule 7052.

become effective immediately upon its entry and any applicable stay (including under Bankruptcy Rule 6004) is waived to permit such effectiveness.

B. Petition Date. On September 8, 2024 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Court”) commencing these Chapter 11 Cases.

C. Debtors in Possession. The Debtors continue to manage and operate their business and properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No trustee or examiner has been appointed in these Chapter 11 Cases.

D. Jurisdiction and Venue. This Court has jurisdiction over these Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. The Court’s consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue for these Chapter 11 Cases and proceedings on the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This Final Order is consistent with Article III of the United States Constitution.

E. Committee. As of the date hereof, the United States Trustee for the District of Delaware (the “U.S. Trustee”) has not yet appointed an official committee of unsecured creditors pursuant to Bankruptcy Code section 1102 (any such committee, the “Creditors’ Committee”).

F. Notice. Upon the record presented to this Court at the Final Hearing, and under the exigent circumstances set forth therein, notice of the Motion and the relief requested thereby and granted in this Final Order has been provided in accordance with Bankruptcy Rules 4001(b) and 4001(c)(1) and Local Bankruptcy Rule 9013-1(m), which notice was appropriate under the circumstances and sufficient for the Motion. No other or further notice of the Motion or entry of this Final Order is required. The final relief granted herein is necessary, and it is a proper exercise

of the Debtors' business judgment to incur the DIP Facilities to support the orderly continuation of the operation of the Debtors' business, to maintain business relationships with vendors, suppliers and customers, to make capital expenditures, to pay adequate protection and to satisfy other working capital and operational needs.

G. *Debtors' Stipulations.* Without prejudice to the rights of any party in interest (but subject in all respects to the limitations set forth in paragraph 26 herein), upon entry of the Interim Order and reaffirmed pursuant to this Final Order, the Debtors admitted, stipulated, acknowledged, and agreed that:

(a) *Prepetition ABL Facility and Prepetition FILO Facility.*

(i) Pursuant to that certain ABL Credit and Guarantee Agreement, dated as of May 11, 2021, by and among Wells Fargo, as Administrative Agent and Collateral Agent (each as defined in the Prepetition ABL-FILO Credit Agreement (as defined below)) for the lenders (respectively, in such capacities, the "Prepetition ABL Agent"), the lenders party thereto (the "Prepetition ABL Lenders" and collectively with the Prepetition ABL Agent, the "Prepetition ABL Secured Parties"), Alter Domus (US) LLC, as "FILO Term Loan Agent" (as defined therein) (the "Prepetition FILO Agent") for the FILO Lenders (as defined therein) (the "Prepetition FILO Lenders" and, together with the Prepetition FILO Agent, the "Prepetition FILO Secured Parties"), certain of the Debtors and non-debtors as borrowers (in such capacities, the "Prepetition ABL-FILO Borrowers") and as guarantors (in such capacities, the "Prepetition ABL-FILO Guarantors") and, together with the Prepetition ABL-FILO Borrowers, the "Prepetition ABL-FILO Obligors"), the Prepetition ABL Lenders and the Prepetition FILO Lenders party thereto (as amended by that certain Amendment Number One to ABL Credit and Guarantee Agreement, dated as of March 11, 2022, that certain Amendment Number Two to ABL Credit and Guarantee Agreement dated as of

March 31, 2022, that certain Amendment Number Three to ABL Credit and Guarantee Agreement dated as of November 18, 2022, and that certain Amendment Number Four to ABL Credit and Guarantee Agreement dated as of September 11, 2023, as amended by that certain Forbearance Agreement and Amendment Number Five to ABL Credit and Guarantee Agreement, dated as of August 2, 2024 (the “Fifth Amendment”), and as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with its terms, the “Prepetition ABL-FILO Credit Agreement” and, together with the Prepetition Intercreditor Agreements, and the security agreements, pledge agreements, mortgages, deeds of trust, and other security documents executed by any of the Prepetition ABL-FILO Obligors in favor of the Prepetition ABL Secured Parties and the Prepetition FILO Secured Parties and the other Loan Documents (as defined in the Prepetition ABL-FILO Credit Agreement), the “Prepetition ABL-FILO Credit Documents”), the Prepetition ABL Secured Parties provided the Prepetition ABL-FILO Obligors with an asset based revolving credit facility in the aggregate principal amount of \$200,000,000 in respect of the revolving loans thereunder (the “Prepetition ABL Facility” and, the loans thereunder, the “Prepetition ABL Loans”), including a \$50,000,000 sublimit on Letter of Credit Usage (as defined in the Prepetition ABL-FILO Credit Agreement). Each of the Prepetition ABL-FILO Credit Documents is valid, binding, and enforceable in accordance with its terms.

(ii) Pursuant to the Prepetition ABL-FILO Credit Agreement, the Prepetition FILO Secured Parties provided the Prepetition ABL-FILO Borrower a first-in-last-out term loan facility in the aggregate principal amount of \$235,000,000 in respect of the term loans thereunder (the “Prepetition FILO Facility” and, the term loans thereunder, the “Prepetition FILO Loans”).

(iii) As of the Petition Date, the Prepetition ABL-FILO Obligor were justly and lawfully indebted and liable to the Prepetition ABL Secured Parties, without defense, counterclaim, or offset of any kind, in the aggregate principal amount of approximately \$118,674,537.46 in respect of Prepetition ABL Loans made and approximately \$17,926,603.91 in respect of issued and undrawn letters of credit, pursuant to and in accordance with the terms of the Prepetition ABL-FILO Credit Documents, plus accrued and unpaid interest, fees, expenses (including attorneys', accountants', appraisers', and financial advisors' fees, to the extent chargeable or reimbursable under the Prepetition ABL-FILO Credit Documents), charges, indemnities, and other Revolving Obligations (as defined in the Prepetition ABL-FILO Credit Agreement) incurred in connection therewith (whether arising before, on or after the Petition Date), plus all Bank Product Obligations (as defined in the Prepetition ABL-FILO Credit Agreement), all of which constitute the "Prepetition ABL Obligations," and have been guaranteed on a joint and several basis by the Prepetition ABL-FILO Guarantors.

(iv) As of the date of the Petition Date, the Prepetition ABL-FILO Obligor were justly and lawfully indebted and liable to the Prepetition FILO Secured Parties, without defense, counterclaim, or offset of any kind, in the aggregate principal amount of approximately \$235,000,000 in respect of Prepetition FILO Loans made pursuant to, and in accordance with the terms of, the Prepetition ABL-FILO Credit Documents, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants', appraisers', and financial advisors' fees, in each case, that are chargeable or reimbursable under the Prepetition ABL-FILO Credit Documents), charges, indemnities, prepayment premiums, including the FILO Prepayment Premium (as defined in the Prepetition ABL-FILO Credit Documents) in the amount of \$31,573,266.45, and other FILO Obligations (as defined in the Prepetition ABL-FILO Credit

Agreement) incurred in connection therewith (whether arising before, on or after the Petition Date), as provided in the Prepetition ABL-FILO Credit Documents (collectively, the “Prepetition FILO Obligations”), which Prepetition FILO Obligations have been guaranteed on a joint and several basis by the Prepetition ABL-FILO Guarantors.

(v) The Prepetition ABL Obligations and the Prepetition FILO Obligations constitute legal, valid, and binding obligations of the Prepetition ABL-FILO Obligor, enforceable in accordance with the terms of the Prepetition ABL-FILO Credit Documents (other than in respect of the stay of enforcement arising from Bankruptcy Code section 362); and no portion of the Prepetition ABL Obligations or Prepetition FILO Obligations, or any payments made to the Prepetition ABL Secured Parties or the Prepetition FILO Secured Parties or applied to or paid on account of the Prepetition ABL Obligations or the Prepetition FILO Obligations, prior to the Petition Date is subject to any contest, attack, rejection, recovery, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, or other claim, cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law.

(vi) The liens and security interests granted to the Prepetition ABL Agent, on behalf of the Prepetition ABL Secured Parties with respect to the Prepetition ABL Obligations (the “Prepetition ABL Liens”), and the Prepetition FILO Secured Parties with respect to the Prepetition FILO Obligations (the “Prepetition FILO Liens”), in each case pursuant to and in connection with the Prepetition ABL-FILO Credit Documents are (i) valid, binding, perfected, and enforceable liens and security interests in the Prepetition ABL Priority Collateral⁴ and the

⁴ “Prepetition ABL Priority Collateral” has the meaning given to “ABL Priority Collateral” in the Prepetition ABL/Term Loan Intercreditor Agreement.

Prepetition Term Priority Collateral⁵ (the Prepetition ABL Priority Collateral and the Prepetition Term Priority Collateral, collectively, the “Prepetition Collateral”), in each case subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on **Exhibit 1**, and (ii) not subject to avoidance, recharacterization, subordination, recovery, attack, effect, counterclaim, defense, or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(b) *Prepetition NewCo First Lien Loans.*

(i) Pursuant to that certain First Lien Term Loan Credit Agreement, dated as of September 11, 2023, by and among WP NewCo, LLC, as the borrower (the “Prepetition NewCo Borrower”), WP NewCo Holdco, LLC, Wheel Pros Intermediate, Inc., Wheel Pros, Inc. (collectively, including the Prepetition NewCo Borrower and Subsidiary Guarantors (as defined therein), the “Prepetition NewCo First Lien Obligors”), Alter Domus (US) LLC, as administrative agent and collateral agent (the “Prepetition NewCo First Lien Agent”), and the lenders party thereto (the “Prepetition NewCo First Lien Lenders” and, together with the Prepetition NewCo First Lien Agent, the “Prepetition NewCo First Lien Secured Parties”) (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “Prepetition NewCo First Lien Credit Agreement” and, together with the Prepetition Intercreditor Agreements, and the security agreements, pledge agreements, mortgages, deeds of trust, and other security documents executed by any of the Prepetition NewCo First Lien Obligors in favor of the Prepetition NewCo First Lien Secured Parties and the other Loan Documents (as defined in Prepetition NewCo First Lien Credit Agreement), the “Prepetition

⁵ “Prepetition Term Priority Collateral” has the meaning given to “Term Priority Collateral” in the Prepetition ABL/Term Loan Intercreditor Agreement.

NewCo First Lien Documents”), the Prepetition NewCo First Lien Secured Parties provided the Prepetition NewCo Borrower with a term loan facility in the aggregate principal amount of \$1,014,222,196.74 in respect of the loans thereunder (the “Prepetition NewCo First Lien Facility” and, the loans thereunder, the “Prepetition NewCo First Lien Loans”). Each of the Prepetition NewCo First Lien Documents is valid, binding, and enforceable in accordance with its terms.

(ii) As of the Petition Date, the Prepetition NewCo First Lien Obligors were justly and lawfully indebted and liable to the Prepetition NewCo First Lien Secured Parties in respect of the of the Prepetition NewCo First Lien Loans in the aggregate principal amount of no less than \$1,004,079,974.77, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys’, accountants’, appraisers’, and financial advisors’ fees, in each case, that are chargeable or reimbursable under the Prepetition NewCo First Lien Documents), charges, indemnities, premiums, and other Obligations (as defined in the Prepetition NewCo First Lien Credit Agreement) incurred in connection therewith (whether arising before, on or after the Petition Date), as provided in the Prepetition NewCo First Lien Documents (collectively, the “Prepetition NewCo First Lien Obligations”).

(iii) The liens and security interests granted to the Prepetition NewCo First Lien Secured Parties (the “Prepetition NewCo First Liens”) pursuant to and in connection with the Prepetition NewCo First Lien Documents are (i) valid, binding, perfected, and enforceable liens and security interests in the Prepetition Collateral, subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on **Exhibit 1** and (ii) not subject to avoidance, recharacterization, subordination, recovery, attack, effect, counterclaim, defense, or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(c) *Prepetition Legacy First Lien Loans.*

(i) Pursuant to that certain First Lien Term Loan Credit Agreement, dated as of May 11, 2021 (as amended by the First Incremental Amendment, dated as of September 21, 2021, Amendment No. 2, dated as of June 30, 2023, Amendment No. 3, dated as of September 11, 2023, as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with its terms, the “Prepetition Legacy First Lien Credit Agreement” and, together with the Prepetition Intercreditor Agreements, and the security agreements, pledge agreements, mortgages, deeds of trust, other security documents, and administrative services agreement executed by any of the Prepetition Legacy First Lien Obligors (as defined herein) in favor of the Prepetition Legacy First Lien Secured Parties and the other Loan Documents (as defined in the Prepetition Legacy First Lien Credit Agreement), the “Prepetition Legacy First Lien Documents”), by and among Wheel Pros, Inc., the other Loan Parties (as defined in the Prepetition Legacy First Lien Credit Agreement) (collectively, the “Prepetition Legacy First Lien Obligors”) party thereto, Alter Domus (US) LLC, as administrator (the “Prepetition Legacy First Lien Administrator”) and the lenders party thereto (the “Prepetition Legacy First Lien Lenders” and, together with the Prepetition Legacy First Lien Administrator, the “Prepetition Legacy First Lien Secured Parties”), the Prepetition Legacy First Lien Lenders provided a term loan facility in the aggregate principal amount of \$1,175,000,000 in respect of loans thereunder (the “Prepetition Legacy First Lien Facility” and the loans thereunder, the “Prepetition Legacy First Lien Loans”). Each of the Prepetition Legacy First Lien Documents is valid, binding, and enforceable in accordance with its terms.

(ii) As of the Petition Date, the Prepetition Legacy First Lien Obligors were justly and lawfully indebted and liable to the Prepetition Legacy First Lien Secured Parties

in respect of the of the Prepetition Legacy First Lien Loans in the aggregate principal amount of no less than \$3,590,632.23, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants', appraisers', and financial advisors' fees, in each case, that are chargeable or reimbursable under the Prepetition Legacy First Lien Documents), charges, indemnities, and other Obligations (as defined in the Prepetition Legacy First Lien Credit Agreement) incurred in connection therewith (whether arising before, on or after the Petition Date), as provided in the Prepetition Legacy First Lien Documents (collectively, the "Prepetition Legacy First Lien Obligations").

(iii) The liens and security interests granted to the Prepetition Legacy First Lien Secured Parties (the "Prepetition Legacy First Liens") pursuant to and in connection with the Prepetition Legacy First Lien Documents are (i) valid, binding, perfected, and enforceable liens and security interests in the Prepetition Collateral, subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on **Exhibit 1**, and (ii) not subject to avoidance, recharacterization, subordination, recovery, attack, effect, counterclaim, defense, or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(d) *Prepetition NewCo Second Lien Notes.*

(i) Pursuant to that certain Note Purchase Agreement, dated as of September 11, 2023, by and among WP Newco, LLC, as the issuer (the "Prepetition NewCo Second Lien Issuer"), WP Newco Holdco, LLC, Wheel Pros Intermediate, Inc., Wheel Pros, Inc., the guarantors party thereto (collectively, including the Prepetition NewCo Second Lien Issuer and Subsidiary Guarantors (as defined therein), the "Prepetition NewCo Second Lien Obligors"), GLAS Trust Company LLC, as notes agent and collateral agent (the "Prepetition NewCo Second Lien Agent"), and the holders party thereto (the "Prepetition NewCo Second Lien Noteholders")

and, together with the Prepetition NewCo Second Lien Agent, the “Prepetition NewCo Second Lien Secured Parties”) (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “Prepetition NewCo Second Lien Note Purchase Agreement” and, together with the Prepetition Intercreditor Agreements, and the security agreements, pledge agreements, mortgages, deeds of trust, and other security documents executed by any of the Prepetition NewCo Second Lien Obligors in favor of the Prepetition NewCo Second Lien Secured Parties and the other Second Priority Debt Documents (as defined in the Prepetition NewCo Second Lien Note Purchase Agreement), the “Prepetition NewCo Second Lien Documents”), the Prepetition NewCo Second Lien Secured Parties purchased notes in the aggregate principal amount of \$272,329,000 (the “Prepetition NewCo Second Lien Notes”). Each of the Prepetition NewCo Second Lien Documents is valid, binding, and enforceable in accordance with its terms.

(ii) As of the Petition Date, the Prepetition NewCo Second Lien Obligors were justly and lawfully indebted and liable to the Prepetition NewCo Second Lien Secured Parties in respect of the of the Prepetition NewCo Second Lien Notes in the aggregate principal amount of no less than \$272,329,000, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys’, accountants’, appraisers’, and financial advisors’ fees, in each case, that are chargeable or reimbursable under the Prepetition NewCo Second Lien Documents), charges, indemnities and other obligations incurred in connection therewith as provided in the Prepetition NewCo Second Lien Notes Documents (collectively, the “Prepetition NewCo Second Lien Obligations”).

(iii) The liens and security interests granted to the Prepetition NewCo Second Lien Secured Parties (the “Prepetition NewCo Second Liens”) pursuant to and in

connection with the Prepetition NewCo Second Lien Documents are (i) valid, binding, perfected, and enforceable liens and security interests in the Prepetition Collateral, subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on **Exhibit 1**, and (ii) not subject to avoidance, recharacterization, subordination, recovery, attack, effect, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(e) *Prepetition Intercompany Loans.*

(i) Pursuant to that certain First Lien Intercompany Credit Agreement, dated as of September 11, 2023, among Wheel Pros, Inc., as borrower (the “Prepetition Intercompany Borrower”), Wheel Pros Intermediate, Inc., as holdings (together with the Prepetition Intercompany Borrower and Subsidiary Guarantors (as defined therein), the “Prepetition Intercompany Obligors”), WP NewCo LLC, as lender (the “Prepetition Intercompany Lender”) and Alter Domus (US) LLC, as administrative agent and collateral agent (the “Prepetition Intercompany Agent” and, together with the Prepetition ABL Agent, the Prepetition FILO Agent, the Prepetition NewCo First Lien Agent, the Prepetition Legacy First Lien Administrator and the Prepetition NewCo Second Lien Agent, the “Prepetition Secured Agents”; and the Prepetition Intercompany Agent together with the Prepetition Intercompany Lender, the “Prepetition Intercompany Secured Parties” and, together with the Prepetition ABL Secured Parties, the Prepetition FILO Secured Parties, the Prepetition NewCo First Lien Secured Parties, the Prepetition Legacy First Lien Secured Parties, and the Prepetition NewCo Second Lien Secured Parties, the “Prepetition Secured Parties”) (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “Prepetition Intercompany Credit Agreement” and, together with the Prepetition Intercreditor Agreements, and the security agreements, pledge agreements, mortgages, deeds of trust, and other

security documents executed by any of the Prepetition Intercompany Obligors in favor of the Prepetition Intercompany Secured Parties and the other Loan Documents (as defined in the Prepetition Intercompany Credit Agreement), the “Prepetition Intercompany Documents” and, together with the Prepetition ABL-FILO Credit Documents, the Prepetition NewCo First Lien Documents, the Prepetition Legacy First Lien Documents, and the Prepetition NewCo Second Lien Documents, the “Prepetition Secured Facilities Documents”), the Intercompany Secured Parties provided a term loan credit facility in the aggregate principal amount of \$1,286,551,196.74 in respect of the loans thereunder (the “Prepetition Intercompany Facility” and, the loans thereunder, the “Prepetition Intercompany Loans”).

(ii) As of the Petition Date, the Prepetition Intercompany Obligors were justly and lawfully indebted and liable to the Prepetition Intercompany Secured Parties in respect of the Prepetition Intercompany Loans in the aggregate principal amount of \$1,276,408,974.77, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys’, accountants’, appraisers’, and financial advisors’ fees, in each case, that are chargeable or reimbursable under the Prepetition Intercompany Documents), charges, indemnities, and other Obligations (as defined in the Prepetition Intercompany Credit Agreement) incurred in connection therewith (whether arising before, on or after the Petition Date), as provided in the Prepetition Intercompany Documents (collectively, the “Prepetition Intercompany Obligations” and, together with the Prepetition FILO Obligations, the Prepetition NewCo First Lien Obligations, and the Prepetition Legacy First Lien Obligations, the “Prepetition First Lien Obligations”; the Prepetition First Lien Obligations, together with the Prepetition ABL Obligations and the Prepetition Second Lien Obligations, the “Prepetition Secured Obligations”).

(iii) The liens and security interests granted to the Prepetition Intercompany Secured Parties (the “Prepetition Intercompany Liens” and, collectively with the Prepetition FILO Liens, the Prepetition NewCo First Liens and the Prepetition Legacy First Liens, the “Prepetition First Liens” and, the Prepetition First Liens together with the Prepetition NewCo Second Liens, the “Primed Liens” and, the Primed Liens together with the Prepetition ABL Liens, the “Prepetition Liens”) pursuant to and in connection with the Prepetition Intercompany Documents are (i) valid, binding, perfected, and enforceable liens and security interests in the Prepetition Collateral and (ii) not subject to avoidance, recharacterization, subordination, recovery, attack, effect, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(f) *Validity, Perfection, and Priority of Prepetition Liens and Prepetition Obligations.* Subject to paragraph 26 of this Final Order, the Debtors acknowledge and agree that as of the Petition Date, (i) the Prepetition Liens on the Prepetition Collateral were and continue to be valid, binding, enforceable, non-avoidable, and properly perfected, and were granted to, or for the benefit of, the Prepetition Secured Parties, as applicable, for fair consideration and reasonably equivalent value; (ii) subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on **Exhibit 1**, the Prepetition Liens were senior in priority over any and all other liens on the Prepetition Collateral, other than any lien over the assets of the Debtors senior by operation of law or otherwise permitted to be senior by the Prepetition Secured Facilities Documents and solely to the extent such liens were valid, enforceable, non-avoidable, and perfected liens in existence on the Petition Date, including valid liens in existence on the Petition Date that are perfected after the Petition Date as permitted by Bankruptcy Code section 546(b) (such liens, the “Permitted Liens”); (iii) the Prepetition Secured Obligations constitute legal, valid,

binding, and non-avoidable obligations of the applicable Debtors enforceable in accordance with the terms of the applicable Prepetition Secured Facilities Documents; (iv) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Secured Obligations exist, and no portion of the Prepetition Liens or Prepetition Secured Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (v) the Debtors and their Estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon or related to the Prepetition Secured Facilities Documents; and (vi) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Secured Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the Prepetition Liens securing the Prepetition Secured Obligations.

(g) *Prepetition Intercreditor Agreements.* Pursuant to section 510 of the Bankruptcy Code, any applicable intercreditor or subordination provisions contained in any of, or entered into as permitted by and in accordance with, the Prepetition Secured Facilities Documents, including that certain (i) Agreement Among Lenders, dated as of September 11, 2023, by and among, the Prepetition ABL Agent, the other Prepetition ABL Secured Parties, the Prepetition FILO Agent, and the other FILO Secured Parties, (ii) Amended and Restated Intercreditor Agreement, dated as of September 11, 2023, by and among the Prepetition ABL Agent, Deutsche Bank AG New York Branch, as Existing First Lien Term Agent (as defined therein), the

Prepetition FILO Agent, Prepetition NewCo First Lien Agent, the Prepetition NewCo Second Lien Agent and the other parties person party from time to time thereto (the “Prepetition ABL/Term Loan Intercreditor Agreement”), (iii) First Lien Pari Passu Intercreditor Agreement (Term Priority Collateral), (iv) First Lien/Second Lien Term Intercreditor Agreement, (v) Pari Passu Intercreditor Agreement (ABL Priority Collateral) (each of (iii)-(v) as defined in the Prepetition ABL/Term Loan Intercreditor Agreement), (vi) the NewCo First Lien/Second Lien Intercreditor Agreement (as defined in the Prepetition NewCo First Lien Credit Agreement) ((i)-(vi), collectively, each as amended, supplemented, or otherwise modified prior to the date hereof, the “Prepetition Intercreditor Agreements”) shall (i) remain in full force and effect, and (ii) not be deemed to be amended, altered or modified by the terms of this Final Order or the DIP Documents, in each case, unless expressly set forth herein or therein.

(h) *Cash Collateral.* All cash, securities, cash equivalents, and other property of the Debtors (and the proceeds therefrom) as of the Petition Date, including, without limitation, all cash proceeds of the Prepetition Collateral (including cash on deposit in any account with any depository institution (collectively, the “Depository Institutions”) as of the Petition Date, securities, or other property, whether subject to control agreements or otherwise, in each case that constitutes Prepetition Collateral) and all cash securities or other property (and the proceeds therefrom) and other amounts on deposit or maintained by such parties at the Depository Institutions were subject to rights of set-off and valid, perfected, enforceable liens under the applicable Prepetition Secured Facilities Documents and applicable law for the benefit of the applicable Prepetition Secured Parties, respectively, and are “cash collateral” of the applicable Prepetition Secured Parties within the meaning of Bankruptcy Code section 363(a) (the “Cash Collateral”).

H. *Findings Regarding the DIP Facilities and Cash Collateral.*

(a) Good and sufficient cause has been shown for the entry of this Final Order and for authorizing the Debtors to obtain financing pursuant to the DIP Facilities and to use the Cash Collateral and to authorize the provision of adequate protection as a proper exercise of the Debtors' business judgment and to avoid irreparable loss or damage to the Debtors and their Estates.

(b) The Court finds that (i) it is a proper exercise of the Debtors' business judgment to incur the DIP Facilities in order to (a) support the orderly continuation of the operation of their business, (b) maintain business relationships with vendors, suppliers, customers, and other parties, (c) make capital expenditures, investments, and pay ongoing costs of operations, (d) make adequate protection payments, and (e) pay the costs of administration of the Chapter 11 Cases and satisfy other working capital and general corporate purposes of the Debtors; and (ii) the relief requested in the Motion is necessary to avoid the irreparable harm that would ensue should the Debtors not obtain the DIP Facilities. The Debtors will not have sufficient sources of working capital and financing to operate their business or maintain their assets in the ordinary course of business throughout the Chapter 11 Cases without the DIP Facilities and authorized use of Cash Collateral.

(c) As set forth in the DIP Declarations and the First Day Declaration, the Debtors are unable to obtain financing or other financial accommodations on more favorable terms from sources other than the DIP Lenders under the DIP Documents and are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors are also unable to obtain unsecured and/or secured credit allowable under sections 364(c)(1), 364(c)(2), and 364(c)(3) of the Bankruptcy Code without granting to the DIP Agents and the DIP Lenders, in each case subject to the Carve Out and the

Permitted Liens, the DIP Liens and the DIP Superpriority Claims and incurring the Adequate Protection Obligations, in each case, under the terms and conditions set forth in this Final Order and in the DIP Documents.

(d) Upon (i) entry of the Interim Order, without any further action by the Debtors or any other party, but subject to paragraph 26 therein, (1) all Bank Product Obligations and issued and outstanding Letters of Credit (each as defined in the Prepetition ABL-FILO Credit Agreement) were automatically deemed exchanged for and issued under the DIP ABL Credit Agreement and constituted DIP ABL Obligations (the “Initial Roll-Up”), and (2) all cash, collections, and proceeds of DIP ABL Priority Collateral were deemed, on a dollar-for-dollar basis, to reduce the Revolving Obligations (as defined in the Prepetition ABL-FILO Credit Agreement) (the “Creeping Roll-Up”), and (ii) entry of this Final Order, but subject to paragraph 26 herein, all remaining outstanding Prepetition ABL Obligations shall automatically be deemed exchanged and converted on a cashless basis into and constitute DIP ABL Obligations (the “Full Roll-Up” and, together with the Initial Roll-Up and the Creeping Roll-Up, the “DIP Roll-Up Obligations”). The Prepetition ABL Secured Parties would not otherwise consent to the use of their Cash Collateral, and the DIP ABL Agent and the DIP ABL Lenders would not be willing to provide the DIP ABL Facility or extend credit to the Debtors thereunder, without the inclusion of (a) the Creeping Roll-Up, upon entry of the Interim Order, and (b) the Full Roll-Up, upon entry of this Final Order. The DIP Roll-Up Obligations shall be authorized as compensation for, in consideration for, and solely on account of, the agreement of the Prepetition ABL Lenders to fund amounts under the DIP ABL Facility and not as adequate protection for, or otherwise on account of, any Prepetition ABL Obligations. Because the DIP Roll-Up Obligations are subject to the reservation of rights in paragraph 26 herein, they will not prejudice the right of any other party in interest.

(e) Based on the Motion, the DIP Declarations, and the First Day Declaration, and the records presented to the Court at the Interim Hearing and the Final Hearing, the terms of the DIP Facilities and the terms on which the Debtors may continue to use the Prepetition Collateral (including Cash Collateral) pursuant to this Final Order and the DIP Documents are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and provide the Debtors reasonably equivalent value and fair consideration.

(f) The Prepetition Secured Parties have consented or are deemed to have consented to the Debtors' use of Cash Collateral and the other Prepetition Collateral (solely in accordance with the terms of this Final Order and the DIP Documents), and the Loan Parties' entry into the DIP Documents in accordance with and subject to the terms and conditions set forth in this Final Order and the DIP Documents.

(g) The DIP Facilities and the use of the Prepetition Collateral (including Cash Collateral) have been negotiated in good faith and at arm's-length among the Debtors, the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties and all of the Loan Parties' obligations and indebtedness arising under, in respect of, or in connection with the DIP Facilities and the DIP Documents, including, without limitation: (i) all DIP Loans made to and guarantees issued by the Debtors pursuant to the DIP Documents and (ii) any DIP Obligations shall be deemed to have been extended by the DIP Agents and the DIP Lenders in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Agents and the DIP Lenders (and the successors and assigns thereof) shall be entitled to the full protection of section 364(e) of the

Bankruptcy Code in the event that this Final Order or any provision hereof is reversed or modified on appeal.

(h) The Prepetition Secured Parties have acted in good faith regarding the DIP Facilities and the Debtors' use of the Prepetition Collateral (including the Cash Collateral) to fund the administration of the Estates and continued operation of their business (including the incurrence and payment of the Adequate Protection Obligations and the granting of Adequate Protection Liens), in accordance with the terms hereof, and the Prepetition Secured Parties and the DIP Lenders (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 Final Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

(i) Subject to the Carve Out, the Prepetition ABL Secured Parties, the Prepetition FILO Secured Parties, the Prepetition Legacy First Lien Secured Parties, the Prepetition NewCo First Lien Secured Parties, and the Prepetition NewCo Second Lien Secured Parties (collectively, the "Prepetition Primed Parties") are entitled to the adequate protection as and to the extent set forth herein pursuant to Bankruptcy Code sections 105, 361, 362, 363, and 364. Based on the Motion, the DIP Declarations and on the record presented to the Court, the terms of the proposed adequate protection arrangements for the use of and diminution of value of the Prepetition Collateral (including the Cash Collateral), if any, are fair and reasonable, and reflect the Debtors' prudent exercise of business judgment; *provided* that nothing in this Final Order or the other DIP Documents shall (w) be construed as the affirmative consent by any of the Prepetition Secured Parties for the use of Cash Collateral, other than on the terms set forth in this Final Order and in the context of the DIP Facilities authorized by this Final Order, (x) 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), (y) prejudice, limit, or otherwise impair the rights of any of the Prepetition Secured Parties, subject to any applicable provisions of the Prepetition Intercreditor Agreements, to seek new, different, or additional adequate protection or assert the interests of any of the Prepetition Secured Parties, or (z) in the event of any such request for new, different, or additional relief per clause (y) of this subparagraph, all parties' rights (including the Debtors') to oppose such relief are fully reserved.

(j) Holders constituting required lenders under the applicable Prepetition Secured Facilities Documents have consented to, or are deemed to consent to, conditioned upon the entry of this Final Order, the Debtors' incurrence of the DIP Facilities and proposed use of Cash Collateral on the terms and conditions set forth in this Final Order, including, without limitation, the terms of the adequate protection provided for in this Final Order.

(k) Good cause has been shown for entry of this Final Order, and entry of this Final Order is in the best interests of the Debtors' respective Estates and creditors as its implementation will, among other things, allow for the continued operation of the Debtors' existing business and enhance the Debtors' prospects for a successful reorganization.

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. DIP Financing Approved. The Motion is granted as set forth herein. The DIP Facilities are approved. The use of Cash Collateral is authorized, subject to the terms of this Final Order.

2. Objections Overruled. Any objections, reservations of rights, or other statements with respect to entry of this Final Order, to the extent not withdrawn or resolved, are overruled on the merits. This Final Order shall become effective immediately upon its entry.

3. Authorization of the DIP Facilities and the DIP Documents.

(a) The Loan Parties were authorized, effective upon entry of the Interim Order, as hereby reaffirmed, to execute, enter into, and perform all obligations under the DIP Documents. Effective upon entry of the Interim Order, the DIP ABL Borrowers and DIP Term Borrowers were authorized to forthwith borrow money, obtain letters of credit, and incur and designate cash management obligations or hedging obligations as DIP Obligations pursuant to the applicable DIP Documents, and the DIP ABL Guarantors and DIP Term Loan Guarantors were, by the Interim Order, and are hereby authorized to guarantee their respective borrowers' obligations with respect to such borrowings and letters of credit as described herein, subject to any conditions and limitations under the DIP Documents, which shall be used for all purposes as outlined herein and under the DIP Documents, including, without limitation and as applicable, (i) to pay working capital and other general corporate needs of the Debtors in the ordinary course of business, (ii) to pay fees, costs, and expenses of administering the Chapter 11 Cases, (iii) to pay obligations arising from or related to the Carve Out (as defined herein), (iv) to pay such other prepetition obligations as set forth in the Approved Budget, or otherwise as approved by the Court, (v) to pay the DIP Fees and Expenses (as defined herein), (vi) to pay any Adequate Protection Obligations, and (vii) any other purposes of the Debtors permitted by the Approved Budget or approved by the prior written consent of the Required ABL Lenders and Required DIP Term Lenders acting in their sole discretion, in each case in accordance with this Final Order, the DIP Documents, and the Approved Budget.

(b) The DIP Documents and this Final Order shall constitute and evidence the validity and binding effect of the DIP Obligations, which shall be enforceable against the Debtors, their estates, and any successors thereto, including, without limitation, any trustee appointed in the Chapter 11 Cases, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the “Successor Cases”). Upon entry of the Interim Order, as reaffirmed pursuant to this Final Order, the DIP Obligations include all loans, letter of credit reimbursement obligations, and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtors to the DIP Agents or any of the other DIP Secured Parties, in each case, under, or secured by, the DIP Documents or this Final Order, including, without limitation, all principal, accrued interest, costs, fees, expenses, and other amounts owing under the DIP Documents, and all cash management and bank product exposure and hedging exposure and obligations to the extent provided under the DIP Documents. The DIP Obligations shall be due and payable, without notice or demand, on the Maturity Date (as defined in the DIP Documents, as applicable). Except as expressly set forth in this Final Order, including the Carve Out, no obligation, payment, transfer, or grant of collateral security hereunder or under the DIP Documents (including any DIP Obligation or DIP Liens, and including in connection with any adequate protection provided to the Prepetition Secured Parties hereunder) shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 544, and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether

equitable, contractual, or otherwise, other than the Carve Out), counterclaim, cross-claim, defense or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

(c) Upon (i) entry of the Interim Order, the DIP ABL Facility and the Creeping Roll-Up were approved, and (ii) entry of this Final Order, the Full Roll-Up is approved on a final basis. The authorization of the DIP Roll-Up Obligations shall be subject to the reservation of rights set forth in paragraph 26 of this Final Order and, in the event of a successful Challenge (as defined herein), the Court may fashion any appropriate remedy. The Debtors were expressly and immediately authorized and empowered, effective upon entry of the Interim Order, as hereby reaffirmed, to execute and deliver the DIP ABL Documents, and to incur and to perform the DIP ABL Obligations in accordance with, and subject to, the terms of this Final Order and the DIP ABL Documents, and to deliver all instruments, certificates, agreements, and documents that may be required or necessary for the performance by the Debtors under the DIP ABL Facility and the creation and perfection of the DIP Liens described in and provided for by this Final Order and the DIP ABL Documents, including, the joint and several guarantee of all of the DIP ABL Obligations and such acts as shall be necessary or desirable in order to effect the Creeping Roll-Up and the Full Roll-Up. The Debtors are hereby authorized to pay, in accordance with this Final Order, the principal, interest, fees, payments, expenses, and other amounts described in the DIP ABL Documents as such amounts become due and payable and without need to obtain further Court approval, including, without limitation, closing fees, arrangement fees, letter of credit fees (including issuance, fronting, and other related charges), unused facility fees, continuing commitment fees, backstop fees, servicing fees, audit fees, appraisal fees, liquidator fees, structuring fees, administrative agent's fees, collateral agent's fees, and the reasonable fees and

disbursements of the DIP ABL Agent's attorneys, advisors, accountants, and other consultants, whether or not such fees arose before or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, to implement all applicable reserves and to take any other actions that may be necessary or appropriate, all to the extent provided in this Final Order or the DIP ABL Documents. All collections and proceeds, whether from ordinary course collections, asset sales, debt or equity issuances, insurance recoveries, condemnations, or otherwise, will be deposited and applied as required by this Final Order and the DIP ABL Documents until such time as the DIP Obligations and the Prepetition ABL Obligations are Paid in Full. Upon execution and delivery, the DIP ABL Documents represented, and shall continue to represent, valid and binding obligations of the Debtors, enforceable against each of the Debtors and their estates in accordance with their terms. Notwithstanding anything to the contrary in this Final Order, the "roll-up" of the Prepetition ABL Obligations (including the Prepetition ABL Loans) into DIP Roll-Up Obligations shall not be deemed to be a repayment under section 10.03(b) of the Prepetition ABL-FILO Credit Agreement.

(d) In furtherance of the foregoing and without further approval of this Court, each Loan Party is authorized to perform all acts, to make, execute, and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements, mortgages and financing statements), and to pay all fees required under the DIP Documents or that may otherwise be reasonably necessary for or in connection with the Loan Parties' performance of their obligations under the DIP Documents, including as applicable and, without limitation:

(i) the execution and delivery of, and performance under, each of the DIP Documents;

(ii) the execution and delivery of, and performance under, one or more amendments, waivers, consents, or other modifications to and under the DIP Documents, in each case, in such form as the requisite parties under the DIP Documents may agree, it being understood that no further approval of the Court shall be required for authorizations, amendments, waivers, consents, or other modifications to and under the DIP Documents that are either non-material or not adverse to the Debtors and any fees and other expenses (including any attorneys', accountants', field examiners', appraisers', and financial advisors' fees), amounts, charges, costs, indemnities, and other obligations paid in accordance and connection therewith. In the case of material amendments, waivers, consents, or other modifications to the DIP Documents, the Debtors shall first request approval from the Court for such material amendment, waiver, consent, or other modification, which request may be on an expedited basis. For the avoidance of doubt, the extension of a Milestone (as defined in the DIP Documents) or the delivery of an updated Approved Budget shall not constitute a material amendment, modification, waiver, or supplement to the DIP Documents;

(iii) subject to the Carve Out, the non-refundable payment to the DIP Agents or the DIP Lenders, as the case may be, of all fees (which fees shall be approved upon entry of this Final Order and, upon payment thereof, in accordance with the terms of the DIP Documents and this Final Order, shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, or other claim, cause of action, or other challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise), and any amounts due (or that may become due) in respect of the reimbursement and indemnification obligations, in each case referred to in the DIP Documents (and in any separate letter agreements between any or all Debtors, on the one hand,

and the DIP Agents and/or DIP Lenders, on the other, in connection with the DIP Facilities) and the costs and expenses as may be due from time to time, including, without limitation, fees and expenses of the professionals retained by the DIP Agents and the DIP Lenders, as provided for in this Final Order, and the DIP Documents, without the need to file retention motions or fee applications or to provide notice to any party; and

(iv) the performance of all other acts required under or in connection with the DIP Documents.

(e) Upon execution and delivery thereof, the DIP Documents shall constitute valid, binding, and unavoidable obligations of the Loan Parties, enforceable against each Loan Party thereto in accordance with the terms of the DIP Documents and this Final Order. No obligation, payment, transfer, or grant of security under the DIP Documents or this Final Order to the DIP Agents and/or the DIP Lenders shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under Bankruptcy Code sections 502(d), 548 or 549), or subject to any defense, reduction, setoff, recoupment, claim, or counterclaim.

4. DIP Superpriority Claims.

(a) Subject to the Carve Out, pursuant to Bankruptcy Code section 364(c)(1), all of the DIP Term Loan Obligations shall constitute allowed superpriority administrative expense claims against the Loan Parties in each of the Chapter 11 Cases (without the need to file any proof of claim) with priority over any and all claims against the Loan Parties, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) and 507(b) and any and all administrative expenses or other claims arising under Bankruptcy Code sections 105, 326, 328, 330, 331, 365,

503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims (the “DIP Term Loan Superpriority Claims”) shall for purposes of Bankruptcy Code section 1129(a)(9)(A) be considered administrative expenses allowed under Bankruptcy Code section 503(b).

(b) Subject to the Carve Out, pursuant to Bankruptcy Code section 364(c)(1), all of the DIP ABL Obligations shall constitute allowed superpriority administrative expense claims against the Loan Parties in each of the Chapter 11 Cases (without the need to file any proof of claim) with priority over any and all claims against the Loan Parties, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) and 507(b) and any and all administrative expenses or other claims arising under Bankruptcy Code sections 105, 326, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims (the “DIP ABL Superpriority Claims,” and together with the DIP Term Loan Superpriority Claims, the “DIP Superpriority Claims”) shall for purposes of Bankruptcy Code section 1129(a)(9)(A) be considered administrative expenses allowed under Bankruptcy Code section 503(b), and which DIP Superpriority Claims shall be payable from and have recourse to all pre- and postpetition property of the Loan Parties and all proceeds thereof (excluding Avoidance Actions, but including Avoidance Proceeds).

(c) The DIP Superpriority Claims shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this Final Order or any provision hereof is reversed or modified on appeal.

5. DIP Liens. As security for the DIP Obligations, subject and subordinate in all respects to the Carve Out, effective and automatically perfected upon entry of the Interim Order and the Closing Date (as defined in the DIP Credit Agreements), as reaffirmed pursuant to this Final Order on a final basis, and without the necessity of the execution, recordation, or filing by the Loan Parties, the DIP Agents or any DIP Lender of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar documents, or the possession or control by the DIP Agents of, or over, any DIP Collateral, the following security interests and liens were granted pursuant to the Interim Order, and are hereby granted on a final basis, to the DIP Agents for their own respective benefit and the benefit of their respective DIP Lenders, subject only to the Carve Out and the Permitted Liens (all such liens and security interests granted to the DIP Agents, for their respective benefit and for the benefit of the respective DIP Lenders, pursuant to the Orders and the DIP Documents, the “DIP Liens”):

(a) First Lien on Unencumbered Property. Pursuant to Bankruptcy Code section 364(c)(2), and subject and subordinate in all respects to the Carve Out, as approved upon entry of the Interim Order and reaffirmed pursuant to this Final Order, valid, binding, continuing, enforceable, fully perfected first priority senior security interests in and liens upon all DIP Collateral, to the extent such DIP Collateral is not subject to valid, perfected and non-avoidable liens as of the Petition Date or valid and non-avoidable liens in favor of third parties that were in existence immediately prior to the Petition Date that are perfected as permitted by Bankruptcy Code section 546(b) (“Unencumbered Property”), with the relative priorities among the DIP Obligations as set forth on **Exhibit 2** attached hereto;

(b) Liens Junior to Certain Other Liens. Pursuant to Bankruptcy Code section 364(c)(3), and subject and subordinate in all respects to the Carve Out, as approved upon entry of

the Interim Order and reaffirmed pursuant to this Final Order, valid, binding, continuing, enforceable, fully perfected junior security interests in and liens on the DIP Collateral, to the extent such DIP Collateral is subject to the Permitted Liens, with the relative priorities among the DIP Liens as set forth on **Exhibit 2** attached hereto; and

(c) **Priming Liens.** Pursuant to Bankruptcy Code section 364(d)(1), and subject and subordinate in all respects to the Carve Out, as approved upon entry of the Interim Order and reaffirmed pursuant to this Final Order, valid, binding, continuing, enforceable, fully perfected priming senior security interests in and liens upon the Prepetition Collateral, which security interests and liens shall prime the Primed Liens to the extent and in accordance with the priorities shown on **Exhibit 2** attached hereto.

6. **Relative Priority of DIP Liens.**

(a) The DIP Liens securing the DIP ABL Obligations (the “**DIP ABL Liens**”) are continuing valid, automatically perfected, non-avoidable, senior in priority, and superior to any security, mortgage, collateral interest, lien, or claim to any of the DIP Collateral, subject to and in accordance with the relative priorities shown on **Exhibit 2** attached hereto.⁶

(b) The DIP Liens securing the DIP Term Loan Obligations (the “**DIP Term Loan Liens**”) are continuing, valid, automatically perfected, non-avoidable, senior in priority, and superior to any security, mortgage, collateral interest, lien, or claim to any of the DIP Collateral, subject to and in accordance with the relative priorities shown on **Exhibit 2** attached hereto.

⁶ For the avoidance of doubt, nothing in this Final Order shall limit the rights of the DIP Secured Parties to the extent Permitted Liens are not permitted under the DIP Documents.

(c) In the event of an enforcement of remedies in respect of the DIP Facilities and the application of the DIP Collateral, such DIP Collateral shall be applied as specified on **Exhibit 2** attached hereto.

7. DIP Collateral. For purposes of this Final Order, “DIP Collateral” shall mean (i) the Debtors’ interest in all assets and properties, whether tangible, intangible, real, personal, or mixed, but excluding Excluded Property (as defined in the DIP ABL Credit Agreement and the DIP Term Loan Credit Agreement, as applicable), whether now owned by or owing to, or hereafter acquired by, or arising in favor of, the Debtors (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Debtors, and regardless of where located, in each case to the extent such assets and properties constitute Prepetition Collateral; and (ii) property of the Debtors (other than Excluded Property (as defined in the DIP ABL Credit Agreement and the DIP Term Loan Credit Agreement, as applicable)), whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected, and non-avoidable liens (or perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code) (subject only to the Carve Out), including, without limitation, an equity pledge of all direct subsidiaries organized in the U.S. and all unencumbered assets of the Debtors, all prepetition property and postpetition property of the Debtors’ estates, and the proceeds, products, rents, and profits thereof, whether arising from section 552(b) of the Bankruptcy Code or otherwise, including, without limitation, unencumbered cash (and any investment of such cash) of the Debtors (whether maintained with the DIP Agents or otherwise) all equipment, all goods, all accounts, cash, payment intangibles, bank accounts and other deposit or securities accounts of the Debtors (including any accounts opened prior to, on or after the Petition Date), insurance policies and proceeds thereof, equity interests, instruments,

intercompany claims, accounts receivable, other rights to payment, all general intangibles, all contracts and contract rights, securities, investment property, letters of credit and letter of credit rights, chattel paper, all interest rate hedging agreements, all owned real estate, real property leaseholds, fixtures, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, all commercial tort claims, and all claims and causes of action, and any and all proceeds, products, rents, and profits of the foregoing, all products and proceeds of the foregoing, excluding Avoidance Actions (as defined herein) but including, Avoidance Proceeds (collectively, the “Previously Unencumbered Property”); *provided, however*, that the DIP Term Loan Proceeds Account (as defined in the DIP ABL/Term Loan Intercreditor Agreement) and the DIP Term Loan proceeds deposited therein shall not constitute DIP Collateral securing any DIP ABL Obligations.

8. Subject to the Carve Out and the DIP Documents, (i) the ABL Priority Collateral (as defined in the Prepetition ABL/Term Loan Intercreditor Agreement or the DIP ABL/Term Loan Intercreditor Agreement), all products and proceeds of ABL Priority Collateral, Avoidance Proceeds realized in connection with any ABL Priority Collateral, other Previously Unencumbered Property to the extent such Previously Unencumbered Property would have been considered ABL Priority Collateral (as defined in the Prepetition ABL/Term Loan Intercreditor Agreement or the DIP ABL/Term Loan Intercreditor Agreement) under the Prepetition ABL/Term Loan Intercreditor Agreement or the DIP ABL/Term Loan Intercreditor Agreement, all products and proceeds of the DIP ABL Loans, and all other DIP Collateral that is not DIP Term Priority Collateral shall constitute “DIP ABL Priority Collateral,” and (ii) the Term Priority Collateral (as defined in the Prepetition ABL/Term Loan Intercreditor Agreement or the DIP ABL/Term Loan Intercreditor Agreement), all products and proceeds of Term Priority Collateral, Avoidance

Proceeds realized in connection with any Term Priority Collateral, other Previously Unencumbered Property to the extent such Previously Unencumbered Property would have been considered Term Priority Collateral (as defined in the Prepetition ABL/Term Loan Intercreditor Agreement or the DIP ABL/Term Loan Intercreditor Agreement) under the Prepetition ABL/Term Loan Intercreditor Agreement or the DIP ABL/Term Loan Intercreditor Agreement, all products and proceeds of the DIP Term Loans, and all other DIP Collateral that is not DIP ABL Priority Collateral shall constitute “DIP Term Priority Collateral.”

9. Notwithstanding anything to the contrary herein, to the extent a DIP Lien cannot attach to the DIP Collateral pursuant to applicable law, the DIP Liens granted pursuant to this Final Order shall attach to the Debtors’ economic rights, including, without limitation, any and all proceeds of such DIP Collateral.

10. Excluded Assets. Notwithstanding anything to the contrary in Orders or the DIP Documents, the DIP Collateral shall not include (a) the Excluded Property (as defined in the applicable DIP Credit Agreements) and (b) any claims and causes of action under Bankruptcy Code sections 502(d), 544, 545, 547, 548, 549, and 550 (collectively, the “Avoidance Actions”) (the assets from (a)-(b), the “Excluded Assets”); *provided*, any proceeds or property recovered, unencumbered, or otherwise from successful Avoidance Actions, whether by judgment, settlement, or otherwise (“Avoidance Proceeds”) shall be included in the DIP Collateral.

11. Carve Out.

(a) Carve Out. The “Carve Out” means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to \$75,000 incurred by

a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the “Allowed Professional Fees”) incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the “Debtor Professionals”) and the Creditors’ Committee, if any, pursuant to section 328 or 1103 of the Bankruptcy Code (the “Committee Professionals” and, together with the Debtor Professionals, the “Professional Persons”)⁷ at any time before or on the first business day following delivery by the DIP ABL Agent or the DIP Term Loan Agent of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed \$10,000,000 incurred after the first business day following delivery by the DIP ABL Agent or the DIP Term Loan Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “Post-Carve Out Trigger Notice Cap”). For purposes of the foregoing, “Carve Out Trigger Notice” shall mean a written notice delivered by email (or other electronic means) by the DIP ABL Agent or the DIP Term Loan Agent to (i) the Debtors, (ii) their lead restructuring counsel, (iii) the U.S. Trustee, (iv) lead counsel to the Ad Hoc Group, (v) lead counsel to SVP, and (vi) lead counsel to the Creditors’ Committee, if any, with a copy to (vii) the DIP Agent not delivering such notice (the parties in clauses (i) through (vii), the “Carve Out Trigger Notice Parties”), which notice may be delivered following the occurrence and during the continuation of an Event of Default (as defined in the DIP Term Loan Credit Agreement or DIP

⁷ Any restructuring, sale, success, or other transaction fee of any investment bankers or financial advisors of the Debtors or any Creditors’ Committee shall only be made part of the Carve Out to the extent such fee is expressly included in an Approved Budget or otherwise excluded from the ABL Professional Fee Carve Out Cap.

ABL Credit Agreement, as applicable) and acceleration of the DIP ABL Obligations or the DIP Term Loan Obligations, as applicable, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) Fee Estimates.

(i) *Delivery of Weekly Fee Estimates.* Not later than 6:00 p.m. Prevailing Eastern Time on the third business day of each week starting with the first full calendar week following entry of the Interim Order, each Professional Person shall continue to deliver to the Debtors a statement setting forth a good-faith estimate of the amount of fees and expenses (collectively, “Estimated Fees and Expenses”) incurred during the preceding week by such Professional Person (through Saturday of such week, the “Calculation Date”), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a “Weekly Statement”); *provided* that within one business day of the occurrence of the Termination Declaration Date (as defined below), each Professional Person shall deliver one additional statement (the “Final Statement”) setting forth a good-faith estimate of the amount of fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the Termination Declaration Date, and the Debtors shall cause such Weekly Statement and Final Statement to be delivered on the same day received to the DIP ABL Agent and DIP Term Loan Agent.

(ii) *Failure to Deliver Weekly Fee Estimates.* If any Professional Person fails to deliver a Weekly Statement within three calendar days after such Weekly Statement is due, such Professional Person’s entitlement (if any) to any funds in the Carve Out Reserves (as defined

herein) with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Professional Person failed to deliver a Weekly Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Approved Budget for such period for such Professional Person; *provided* that such Professional Person shall be entitled to be paid any unpaid amount of Allowed Professional Fees in excess of Allowed Professional Fees included in the Approved Budget for such period for such Professional Person from a reserve to be funded by the Debtors from all cash on hand as of such date and any available cash thereafter held by any Debtor pursuant to paragraph 11(c) below. Solely as it relates to the DIP ABL Agent and the DIP ABL Lenders, any deemed draw and borrowing pursuant to paragraph 11(c)(i) below for amounts under paragraph 11(c) shall be limited to the greater of (x) the sum of (I) the aggregate unpaid amount of Estimated Fees and Expenses included in such Weekly Statements timely received by the Debtors prior to the Termination Declaration Date plus, without duplication, (II) the lesser of (1) the aggregate unpaid amount of Estimated Fees and Expenses included in the Final Statements timely received by the Debtors pertaining to the period through and including the Termination Declaration Date and (2) the Budgeted Cushion Amount (as defined herein), and (y) the aggregate unpaid amount of Allowed Professional Fees included in the Approved Budget for the period prior to the Termination Declaration Date (such amount, the “ABL Professional Fee Carve Out Cap”). For the avoidance of doubt, on the first business day following the Closing Date (as defined in the DIP Credit Agreements), and thereafter on the fourth business day of each week (and no later than Friday of such week), the Debtors utilized, and shall continue to utilize, all cash on hand to fund and maintain (through the use of cash on hand or DIP Loans, as provided herein), on an ongoing basis, the Carve Out Reserves as provided herein in an amount (the “Carve Out Reserve Amount”) equal to the

sum of (without duplication) (i) the greater of (x) the aggregate unpaid amount of Estimated Fees and Expenses included in all Weekly Statements timely received by the Debtors, and (y) the aggregate amount of Allowed Professional Fees contemplated to be unpaid in the Approved Budget at the applicable time, plus (ii) the Post-Carve Out Trigger Notice Cap, plus (iii) the amounts contemplated under paragraph 11(a)(i) and (ii) above, plus (iv) an amount equal to the amount of Allowed Professional Fees set forth in the Approved Budget for the then current week occurring after the most recent Calculation Date and the two weeks succeeding such current week (such amount set forth in (iv), the “Budgeted Cushion Amount”). Not later than 6:00 p.m., Prevailing Eastern Time, on the third business day of each week starting with the first full calendar week following the Closing Date (as defined in the DIP Credit Agreements), the Debtors delivered, and shall continue to deliver, to the DIP ABL Agent and the DIP ABL Lenders a report setting forth the Carve Out Reserve Amount as of such time and certify (in writing) to the DIP ABL Agent that the Carve Out Reserve Amount has been funded into the Carve Out Reserves. For the avoidance of doubt, the DIP ABL Agent shall be entitled to maintain at all times a reserve against the borrowing base (the “Carve Out BB Reserve”) for any unfunded portion (if any) of the Carve Out Reserve Amount.

(c) Carve Out Reserves. On the day on which a Carve Out Trigger Notice is given by the DIP ABL Agent or the DIP Term Loan Agent to the Carve Out Trigger Notice Parties (the “Termination Declaration Date”), the Carve Out Trigger Notice shall be deemed, to the extent not already funded, (i) a draw request and notice of borrowing by the Debtors for DIP ABL Loans under the DIP ABL Credit Agreement in an amount equal to the sum of (x) the amounts set forth in paragraphs 11(a)(i) and 11(a)(ii) above, and (y) the then unpaid amounts of the Allowed Professional Fees up to the ABL Professional Fee Carve Out Cap (any such amounts actually

advanced shall constitute DIP ABL Loans), (ii) a draw request and notice of borrowing by the Debtors for DIP Term Loans under the DIP Term Loan Credit Agreement in an amount equal to the unpaid amounts of the Allowed Professional Fees in excess of the ABL Professional Fee Carve Out Cap (any such amounts actually advanced shall constitute DIP Term Loans), and (iii) also constitute a demand to the Debtors to utilize all cash on hand (including Cash Collateral) as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the sum of the amounts set forth in paragraphs 11(a)(i) and 11(a)(ii), and then unpaid amounts of the Allowed Professional Fees (which cash amounts shall reduce, on a dollar for dollar basis, the draw requests and applicable DIP ABL Loans and DIP Term Loans pursuant to the foregoing clauses (i) and (ii) of this sentence of this paragraph (c)). The Debtors shall deposit and hold such amounts in a segregated account at the DIP ABL Agent (which in no event shall require a deposit account control agreement) in trust to pay such then unpaid Allowed Professional Fees (the “Pre-Carve Out Trigger Notice Reserve”) prior to any and all other claims.

(d) On the Termination Declaration Date, the Carve Out Trigger Notice shall also, to the extent not already funded, (i) be deemed a request by the Debtors for (x) DIP ABL Loans under the DIP ABL Credit Agreement in an amount equal to the Post-Carve Out Trigger Notice Cap (any such amounts actually advanced shall constitute DIP ABL Loans) and, (y) to the extent not funded by the DIP ABL Lenders, for DIP Term Loans under the DIP Commitments (on a pro rata basis based on the then-outstanding DIP Commitments) in an amount equal to the unfunded portion of the Post-Carve Out Trigger Notice Cap (any such amounts actually advanced shall constitute DIP Term Loans); and (ii) constitute a demand to the Debtors to utilize all cash on hand (including Cash Collateral) as of such date and any available cash thereafter held by any Debtor, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in an amount

equal to the Post-Carve Out Trigger Notice Cap (which cash amounts shall reduce, on a dollar for dollar basis, the draw requests and applicable DIP ABL Loans and DIP Term Loans pursuant to the foregoing clauses (i)(x) and (i)(y) of this sentence of this paragraph 11(d)). The Debtors shall deposit and hold such amounts in a segregated account at the DIP ABL Agent (which in no event shall require a deposit account control agreement) in trust to pay such Allowed Professional Fees benefiting from the Post-Carve Out Trigger Notice Cap (the “Post-Carve Out Trigger Notice Reserve” and, together with the Pre-Carve Out Trigger Notice Reserve, the “Carve Out Reserves”) prior to any and all other claims. On the first business day following the Termination Declaration Date and the deemed requests for the making of DIP ABL Loans and DIP Term Loans as provided in this paragraph 11(d), notwithstanding anything in the DIP Documents to the contrary, including with respect to (i) the existence of a Default or Event of Default (each as defined in the applicable DIP Documents), (ii) the failure of the Debtors to satisfy any or all of the conditions precedent for DIP ABL Loans or DIP Term Loans under the DIP Facilities, (iii) any termination of the DIP Commitments following an Event of Default (as defined in the applicable DIP Documents), as applicable, or (iv) the occurrence of a DIP Termination Event or the Maturity Date (as defined in the applicable DIP Documents), each DIP Lender with outstanding DIP Commitments (on a pro rata basis based on the then-outstanding DIP Commitments) shall make available to the applicable DIP Agent such DIP Lender’s pro rata share with respect to such borrowing, with such pro rata share of the DIP ABL Loans or DIP Term Loans, as applicable.

(e) All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth in paragraph 11(a) above (the “Pre-Carve Out Amounts”), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full. If after payment in full of the Pre-Carve

Out Amounts, there are outstanding DIP Obligations that have not been Paid in Full and the respective DIP Commitments have not been terminated and the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to paragraph 11(g) below, all remaining funds shall be distributed ratably (based on the proportion of the Pre-Carve Out Trigger Notice Reserve funded by or from the DIP ABL Priority Collateral or the DIP Term Loan Priority Collateral (or DIP ABL Loans or DIP Term Loans), respectively) to: (a) the DIP ABL Agent on behalf of the DIP ABL Lenders, and (b) the DIP Term Loan Agent on behalf of the DIP Term Lenders, each in accordance with their rights and priorities under this Final Order.

(f) All funds in the Post-Carve Out Trigger Notice Reserve (other than up to \$500,000, which may be used to pay Pre-Carve Out Amounts to the extent they exceed the ABL Professional Fee Carve Out Cap) shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the “Post-Carve Out Amounts”). If after payment in full of the Post-Carve Out Amounts, there are outstanding DIP Obligations that have not been Paid in Full and the respective DIP Commitments have not been terminated and the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to paragraph 11(g) below, all remaining funds shall be distributed ratably (based on the proportion of the Post-Carve Out Trigger Notice Reserve funded by or from the DIP ABL Priority Collateral or the DIP Term Loan Priority Collateral (or DIP ABL Loans or DIP Term Loans), respectively) to: (a) the DIP ABL Agent on behalf of the DIP ABL Lenders, and (b) to the DIP Term Loan Agent on behalf of the DIP Term Lenders, each in accordance with their rights and priorities under this Final Order.

(g) Notwithstanding anything to the contrary in the DIP Documents or this Final Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 11, then, any excess funds in one of the Carve Out Reserves following the payment

of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Reserve to the extent of any shortfall in funding prior to making any payments to the DIP Agents or the Prepetition Secured Parties, as applicable.

(h) Notwithstanding anything to the contrary in the DIP Documents or this Final Order, following delivery of a Carve Out Trigger Notice, the DIP Agents and the Prepetition Secured Agents shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the applicable DIP Agent for application in accordance with the DIP Documents.

(i) Further, notwithstanding anything to the contrary in this Final Order, (A) disbursements by the Debtors from the Carve Out Reserves shall not constitute DIP Loans or increase or reduce the DIP Obligations, (B) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out with respect to any shortfall (as described below), and (C) subject to the limitations with respect to the DIP ABL Agent, DIP ABL Lenders, Prepetition ABL Agent, and Prepetition ABL Lenders set forth herein with respect to the ABL Professional Fee Carve Out Cap, above, in no way shall the Approved Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Final Order, the DIP Facilities, or in any Prepetition Secured Facilities Documents, the Carve Out shall be senior to all DIP Liens, DIP Superpriority Claims, the Adequate Protection Liens, and the Adequate Protection 507(b) Claims (as defined herein), and any and all other forms of adequate

protection, claims or liens securing the DIP Obligations or any obligations with respect to the Prepetition Secured Facilities Documents.

(j) Payment of Allowed Professional Fees Prior to the Termination Declaration Date. Amounts held in the Carve Out Reserves shall be used to pay Allowed Professional Fees prior to any and all other claims, and all payments of Allowed Professional Fees incurred prior to the Termination Declaration Date shall be paid first from the Carve Out Reserves. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

(k) No Direct Obligation To Pay Allowed Professional Fees. None of the DIP Agents, DIP Lenders, or the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Final Order or otherwise shall be construed to obligate the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(l) Payment of Carve Out on or After the Termination Declaration Date. Following the delivery of the Carve Out Trigger Notice, all Allowed Professional Fees shall be paid from the applicable Carve Out Reserve, and no Professional Person shall seek payment of any Allowed Professional Fees from any other source until the applicable Carve Out Reserve has been exhausted. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis. Any funding of the Carve Out shall be added to,

and made a part of, the DIP Obligations secured by the DIP Collateral and shall be otherwise entitled to the protections granted under this Final Order, the DIP Documents, the Bankruptcy Code and applicable law.

12. Protection of DIP Lenders' Rights.

(a) Until the DIP Obligations have been Paid in Full and the termination of all remaining DIP Commitments under the DIP Facilities, the Prepetition Secured Parties (other than the Prepetition ABL Secured Parties solely with respect to the Prepetition ABL Priority Collateral to the extent the Prepetition ABL Obligations have not been Paid in Full) shall: (i) have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition Secured Facilities Documents or this Final Order, or otherwise seek to exercise or enforce any rights or remedies against DIP Collateral, including in connection with the Adequate Protection Liens except to the extent authorized herein or by an order of this Court; (ii) be deemed to have consented to any transfer, disposition, or sale of, or release of liens on, any DIP Collateral, to the extent such transfer, disposition, sale, or release is authorized under the DIP Documents; and (iii) deliver or cause to be delivered, at the Loan Parties' cost and expense and at the reasonable request of the DIP Agents, any termination statements, releases, and/or assignments in favor of the DIP Agents or the DIP Lenders or other documents necessary to effectuate and/or evidence the release, termination, and/or assignment of liens on any portion of such DIP Collateral subject to any such transfer, disposition, sale, or release; *provided* that nothing herein shall affect the priorities set forth herein including those set forth on Exhibit 2 hereto.

(b) To the extent the Prepetition Secured Agents or any other Prepetition Secured Parties have possession of any Prepetition Collateral or DIP Collateral or have control with respect to any Prepetition Collateral or DIP Collateral, then such Prepetition Secured Party

shall be deemed, subject to the applicable priorities set forth herein including those set forth on **Exhibit 2** hereto, without incurring any liability or duty to any party, to maintain such possession or exercise such control as gratuitous bailee and/or gratuitous agent for perfection for the benefit of the DIP Agents and the DIP Lenders and shall, at the Loan Parties' cost and expense, comply with the reasonable instructions of the DIP Agents with respect to the exercise of such control, and the DIP Agents agree, that such Prepetition Secured Parties shall be deemed, without incurring any liability or duty to any party, to maintain possession or control of any Prepetition Collateral or DIP Collateral in its possession or control as gratuitous bailee and/or sub-collateral gratuitous agent for perfection for the benefit of the DIP Agents and the DIP Lenders with respect to bank accounts.

(c) No rights, protections, or remedies of the DIP Agents or the DIP Lenders granted by the provisions of this Final Order or the DIP Documents shall be limited, modified, or impaired in any way by: (i) any actual or purported withdrawal of the consent of any party to the Debtors' authority to continue to use Cash Collateral; (ii) any actual or purported termination of the Debtors' authority to continue to use Cash Collateral; or (iii) the terms of any other order or stipulation related to the Debtors' continued use of Cash Collateral or the provision of adequate protection to any party.

13. **Marshaling.** None of the DIP Term Lenders, the DIP Term Loan Agent, the DIP ABL Lenders, the DIP ABL Agent with respect to the DIP Collateral, or the Prepetition Secured Parties with respect to the Prepetition Collateral and the Adequate Protection Liens, shall be subject to the equitable doctrine of "marshaling" or any other similar doctrine, and all proceeds thereof shall be received and used in accordance with this Final Order. Further, in no event shall

the “equities of the case” exception in Bankruptcy Code section 552(b) apply to the secured claims of the Prepetition Secured Parties.

14. Limitation on Charging Expenses. Except to the extent of the Carve Out, no costs or expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the DIP Collateral or the Prepetition Collateral (including Cash Collateral), as applicable, pursuant to Bankruptcy Code section 506(c) or any similar principle of law without the prior written consent of the DIP Agents or the Prepetition Secured Agents, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Agents or the DIP Lenders with respect to the DIP Collateral or the Prepetition Secured Agents with respect to the Prepetition Collateral. Nothing contained in this Final Order shall be deemed to be a consent by the DIP Agents or the DIP Lenders or the Prepetition Secured Parties, as applicable, to any charge, lien, assessment, or claim against the DIP Collateral or the Prepetition Collateral, as applicable, under Bankruptcy Code section 506(c) or otherwise.

15. Payments Free and Clear. Subject in all respects to the Carve Out, any and all payments or proceeds remitted to the DIP Agents on behalf of the DIP Lenders, or Prepetition Secured Agents on behalf of the Prepetition Secured Parties pursuant to the provisions of the Orders, the DIP Documents, or any subsequent order of the Court shall be irrevocably received free and clear of any claim, charge, assessment, or other liability, including without limitation, any such claim or charge arising out of or based on, directly or indirectly, sections 506(c) or 552(b) of the Bankruptcy Code, whether asserted or assessed by, through or on behalf of the Debtors.

16. Use of Cash Collateral. Subject to the terms and conditions of this Final Order and the DIP Documents, and in accordance with the Approved Budget (subject to the Permitted Variances (as defined in the DIP Documents)), the Debtors are authorized to use Cash Collateral until the occurrence of a DIP Termination Event; *provided, however*, that during the Notice Period following the occurrence of a DIP Termination Event, the Debtors may use Cash Collateral subject to paragraph 23 herein; *provided* that the Prepetition Primed Parties are granted adequate protection as set forth herein. Nothing in this Final Order shall authorize the disposition of any assets of the Debtors outside the ordinary course of business, or any Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted by this Final Order and the DIP Documents, and in accordance with the Approved Budget (subject to the Permitted Variances), as applicable.

17. Adequate Protection for the Prepetition Primed Parties. Until the Prepetition Secured Obligations are Paid in Full,⁸ the Prepetition Primed Parties are entitled, pursuant to Bankruptcy Code sections 361, 362, 363(e), and 364(d)(1), to adequate protection against the diminution in value, if any, of their interests in the Prepetition Collateral, including the Cash Collateral, in an amount equal to the aggregate diminution in the value of the Prepetition Primed

⁸ "Paid in Full" means the indefeasible repayment in full in cash of all obligations (including principal, interest, fees, expenses, indemnities, other than contingent indemnification obligations for which no claim has been asserted) under the applicable credit facility, the cash collateralization or repayment in full in cash of all treasury and cash management obligations, hedging obligations, and bank product obligations, and the cancellation, replacement, backing, or cash collateralization of letters of credit, in each case, in accordance with the terms of the applicable credit facility. No facility shall be deemed to have been Paid in Full until such time as, with respect to the applicable credit facility, (a) the commitments to lend thereunder have been terminated, (b) with respect to the Prepetition ABL Obligations and the DIP Roll-Up Obligations, (i) the Challenge Deadline (as defined herein) shall have occurred without the timely and proper commencement of a Challenge or (ii) if a Challenge is timely and properly asserted prior to the Challenge Deadline, upon the final, non-appealable disposition of such Challenge; and (c) with respect to the Prepetition ABL Obligations and the DIP ABL Obligations, the Prepetition ABL Agent or the DIP ABL Agent (as applicable) has received (i) a countersigned payoff letter in form and substance satisfactory to such agent and (ii) releases in form and substance satisfactory to such agent, each in its sole discretion, including a release from any further obligations or subordination with respect to the Carve-Out.

Parties' respective interests in the Prepetition Collateral from and after the Petition Date, if any, resulting from the sale, lease, or use by the Debtors of the Prepetition Collateral, the priming of the Primed Liens by the DIP Liens pursuant to the DIP Documents and this Final Order, and the imposition of the automatic stay pursuant to Bankruptcy Code section 362 (the "Diminution in Value"). In consideration of the foregoing, the Prepetition Primed Parties are hereby granted on a final basis the following (collectively, the "Adequate Protection Obligations"), in each case, subject in all respects to the Carve Out and in accordance with the priorities set forth in **Exhibit 2**:

(a) Prepetition ABL Adequate Protection Liens. The Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, was granted pursuant to the Interim Order, and is hereby granted on a final basis, valid, binding, enforceable, non-avoidable, and perfected replacement and additional postpetition security interests in, and liens (the "Prepetition ABL Adequate Protection Liens") on, the DIP Collateral including, without limitation, the Avoidance Proceeds. The Prepetition ABL Adequate Protection Liens shall be subject and subordinate to the Carve Out, the Permitted Liens (if any), and otherwise consistent with the relative priorities as set forth on **Exhibit 2** attached hereto.

(b) Prepetition ABL Adequate Protection 507(b) Claims. The Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, was granted pursuant to the Interim Order, and is hereby granted on a final basis, allowed superpriority administrative expense claims as provided for in Bankruptcy Code section 507(b) in the amount of their respective Diminution in Value (the "Prepetition ABL Adequate Protection 507(b) Claims"), which Prepetition ABL Adequate Protection 507(b) Claims shall have recourse to and be payable from the DIP Collateral, including, without limitation, the Avoidance Proceeds. The Prepetition ABL

Adequate Protection 507(b) Claims shall be subject and subordinate to the Carve Out and otherwise consistent with the relative priorities as set forth on Exhibit 2 attached hereto.

(c) Prepetition ABL Interest Payments. Subject and subordinate to the Carve Out, as additional adequate protection, the Debtors are authorized and directed to provide the Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, with adequate protection in the form of cash payments covering any outstanding Prepetition ABL Obligations after entry of the Interim Order and reaffirmed pursuant to this Final Order, including interest (at the “Default Rate” specified in the Fifth Amendment to the Prepetition ABL-FILO Credit Agreement) on the Prepetition ABL Obligations to the extent such Prepetition ABL Obligations have not yet been exchanged or converted into DIP Roll-Up Obligations, principal due under the Prepetition ABL-FILO Credit Documents, and any fees and expenses owed by the Debtors in connection with such Prepetition ABL Obligations, subject to the rights preserved in this Final Order.

(d) Prepetition First Lien Adequate Protection Liens. The Prepetition FILO Agent, the Prepetition NewCo First Lien Agent, the Prepetition Legacy First Lien Secured Parties, and the Prepetition Intercompany Agent for the benefit of the Prepetition Secured Parties, as applicable, was granted pursuant to the Interim Order, and are hereby granted on a final basis, valid, binding, enforceable, non-avoidable, and perfected replacement and additional postpetition security interests in, and liens (the “First Lien Adequate Protection Liens”) on, the DIP Collateral, including without limitation, the Avoidance Proceeds. The First Lien Adequate Protection Liens shall be subject and subordinate to the Carve Out, the Permitted Liens (if any), and otherwise consistent with the relative priorities as set forth on Exhibit 2 attached hereto.

(e) Prepetition First Lien Adequate Protection 507(b) Claims. Each of the Prepetition FILO Secured Parties, the Prepetition NewCo First Lien Secured Parties, the Prepetition Legacy First Lien Secured Parties, and the Prepetition Intercompany Secured Parties were granted pursuant to the Interim Order, and are hereby granted on a final basis, allowed superpriority administrative expense claims as provided for in Bankruptcy Code section 507(b) in the amount of their respective Diminution in Value (the “First Lien Adequate Protection 507(b) Claims”), which First Lien Adequate Protection 507(b) Claims shall have recourse to and be payable from the DIP Collateral, including, without limitation, the Avoidance Proceeds. The First Lien Adequate Protection 507(b) Claims shall be subject and subordinate to the Carve Out and otherwise consistent with the relative priorities as set forth on **Exhibit 2** attached hereto.

(f) Prepetition Second Lien Adequate Protection Liens. The Prepetition NewCo Second Lien Agent (for the benefit of the Prepetition NewCo Second Lien Secured Parties) was granted pursuant to the Interim Order, and is hereby granted on a final basis, valid, perfected replacement security interests in and liens (the “Second Lien Adequate Protection Liens” and, together with the Prepetition ABL Adequate Protection Liens and First Lien Adequate Protection Liens, the “Adequate Protection Liens”) upon all of the DIP Collateral including, without limitation, the Avoidance Proceeds. The Second Lien Adequate Protection Liens shall be subject and subordinate to the Carve Out, the Permitted Liens (if any), and otherwise consistent with the relative priorities as set forth on **Exhibit 2** attached hereto.

(g) Prepetition Second Lien Adequate Protection 507(b) Claims. The Prepetition NewCo Second Lien Secured Parties was granted pursuant to the Interim Order, and are hereby granted on a final basis, allowed superpriority administrative expense claims as provided for in Bankruptcy Code section 507(b) in the amount of their respective Diminution in

Value (the “Second Lien Adequate Protection 507(b) Claims” and, together with the Prepetition ABL Adequate Protection 507(b) Claims and the First Lien Adequate Protection 507(b) Claims, the “Adequate Protection 507(b) Claims”), which Second Lien Adequate Protection 507(b) Claims shall have recourse to and be payable from the DIP Collateral, including, without limitation, the Avoidance Proceeds. The Second Lien Adequate Protection 507(b) Claims shall be subject and subordinate to the Carve Out and otherwise consistent with the relative priorities as set forth on **Exhibit 2** attached hereto.

(h) Reporting. The Prepetition Primed Parties shall be entitled to delivery of all reports and notices deliverable to the DIP Secured Parties pursuant to the DIP ABL Credit Agreement and the DIP Term Loan Credit Agreement, as applicable.

(i) Adequate Protection Fees and Expenses. As further adequate protection, the Debtors are authorized and directed to pay, in accordance with paragraph 28 of this Final Order, the reasonable and documented prepetition and postpetition fees and expenses (the “Adequate Protection Fees and Expenses”) of the Prepetition Primed Parties, including such parties’ agency fees and the reasonable and documented professional fees as follows: (1) the Prepetition ABL Agent, including agency fees and the reasonable and documented fees and disbursements of (x) one primary counsel, (y) one local counsel, and (z) one financial advisor, which in each case of (x), (y), and (z), shall be the same counsel or advisor as the DIP ABL Agent’s; (2) the Prepetition FILO Agent, including any agency fees and the reasonable and documented fees and disbursements of (x) one primary counsel and (y) one local counsel, *provided* that such counsel shall be the same as the counsel for the DIP Term Loan Agent; (3) the Prepetition Legacy First Lien Administrator, including the administrative fees and the reasonable and documented fees and disbursements of one counsel, *provided* that, if such counsel is not the same as the counsel for the

DIP Term Loan Agent, such counsel fees and expenses shall be capped at \$50,000 in aggregate; (4) the Prepetition NewCo First Lien Agent, including the agency fees and the reasonable and documented fees and disbursements of (x) one primary counsel and (y) one local counsel, *provided* that such counsel shall be the same as the counsel for the DIP Term Loan Agent; (5) the Prepetition Intercompany Agent, including agency fees and the reasonable and documented fees and disbursements of (x) one primary counsel and (y) one local counsel, *provided* that such counsel shall be the same as the counsel for the DIP Term Loan Agent; (6) the Ad Hoc Group (including, without limitation, Akin Gump Strauss Hauer & Feld LLP, Potter Anderson & Corroon LLP, PJT Partners LP, and one local counsel in each other applicable jurisdiction and, in the event of any actual conflict of interest, one additional counsel to the affected parties); (7) SVP (including, without limitation, Davis Polk & Wardell LLP, Lazard Frères & Co., and one local counsel in each applicable jurisdiction and, in the event of any actual conflict of interest, one additional counsel to the affected parties); and (8) reasonable and documented prepetition fees and disbursements of predecessor counsel to the Prepetition FILO Agent, Prepetition Legacy First Lien Administrator, Prepetition NewCo First Lien Agent, and Prepetition Intercompany Agent, not to exceed \$15,000 in the aggregate (in each case, if applicable, in accordance with the terms of the engagement letters between such professionals and the Debtors).

18. Reservation of Rights of Prepetition Primed 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 Prepetition Primed Parties; *provided* that, the Prepetition Primed Parties may request further or different adequate protection; *provided*,

further, that all parties' rights (including the Debtors') to contest such adequate protection requests are fully preserved.

19. Perfection of DIP Liens and the Adequate Protection Liens.

(a) The Interim Order was sufficient and conclusive evidence of the creation, validity, automatic perfection and priority of all liens granted therein, including the DIP Liens and the Adequate Protection Liens, without the necessity of filing or recording any financing statement, mortgage, notice, or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any account control agreement or mortgage with respect to any real estate, ship or vessel or taking possession of any possessory collateral) to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens or the Adequate Protection Liens or to entitle the DIP Agents, the other DIP Secured Parties and the Prepetition Primed Parties to the priorities granted herein.

(b) The DIP Agents, on behalf of the applicable DIP Lenders, and the Prepetition Secured Agents, on behalf of, or at the direction of, the applicable Prepetition Secured Parties are hereby authorized (unless otherwise agreed between the Debtors and the requisite DIP Lenders or the Prepetition Secured Parties in the applicable DIP Documents or Prepetition Secured Facilities Documents), but not required, to file or record (and to execute in the name of the Debtors, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, trademark filings, copyright filings, notices of lien, or similar instruments in any jurisdiction, or take possession of or control over cash or securities, equity certificates, or promissory notes, or take any other action in order to validate and perfect the liens and security interests granted to them hereunder. Whether or not the DIP Agents, on behalf of the

applicable DIP Lenders, or the Prepetition Secured Agents, on behalf of, or at the direction of, the applicable Prepetition Secured Parties, shall, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, notices of lien or similar instruments, or take possession of or control over cash or securities, equity certificates, or promissory notes, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, automatically perfected, allowed, enforceable, non-avoidable, and not subject to challenge, dispute, or subordination, at the time and on the date of the Closing Date (as defined in the DIP Credit Agreements). Upon the reasonable request of the DIP Agents, each of the Prepetition Secured Parties and the Loan Parties, without any further consent of any party, is authorized (in the case of the Prepetition Secured Parties) (unless otherwise agreed between the Debtors and the requisite DIP Lenders or the Prepetition Secured Parties in the applicable DIP Documents or Prepetition Secured Facilities Documents) and directed (in the case of the Loan Parties) to take, execute, deliver, and file such instruments (in each case, without representation or warranty of any kind) to enable the DIP Agents to further validate, perfect, preserve, and enforce the DIP Liens, at the Loan Parties' cost and expense. All such documents were, pursuant to the Interim Order, and as ratified pursuant to this Final Order, deemed to have been recorded and filed as of the Petition Date.

(c) A certified copy of the Interim Order or this Final Order may, in the discretion of the DIP Agents or the Prepetition Secured Agents, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, notices of lien or similar instruments, and all filing offices were, by the Interim Order, and hereby are authorized to accept such certified copy of the Interim Order or this Final Order for filing and/or recording, as applicable. The automatic stay of Bankruptcy Code section 362(a) shall be modified to the extent

necessary to permit the DIP Agents or the Prepetition Secured Agents to take all actions, as applicable, referenced in this subparagraph (c) and the immediately preceding subparagraph (b).

20. Approved Budget.

(a) The initial budget (the “Initial Approved Budget”), as attached to the Interim Order as Exhibit 3, was thereby approved and is hereby approved on a final basis. The use of proceeds under the DIP Facilities (including in connection with any letters of credit) and the use of Cash Collateral shall be in accordance with the terms and conditions set forth in the Interim Order and each subsequent Approved Budget (as defined below). The Initial Approved Budget reflects, among other things, the Debtors’ anticipated operating receipts, anticipated operating disbursements, anticipated non-operating disbursements, net operating cash flow, and liquidity for each calendar week covered thereby. The Initial Approved Budget may be modified, amended, supplemented, and updated from time to time in accordance with the DIP Documents and upon approval of the Required Lenders (as defined in the DIP ABL Credit Agreement and referred to herein as “Required DIP ABL Lenders”) and the Required Lenders (as defined in the DIP Term Loan Credit Agreement and referred to herein as “Required DIP Term Lenders”) in accordance with the DIP Documents (the Initial Approved Budget and each subsequent approved budget shall constitute, without duplication, an “Approved Budget”), with such approval not unreasonably withheld by the Required DIP ABL Lenders; *provided, however*, that in the event that the Required DIP ABL Lenders, the Required DIP Term Lenders, and the Debtors cannot agree as to an updated, modified, updated, or supplemented budget, the prior Approved Budget shall continue in effect, with weekly details for any periods after the initial 13-week period to be derived in a manner reasonably satisfactory to the Required DIP ABL Lenders and the Required DIP Term Lenders from the monthly budget prepared by the Debtors (and approved by the Required DIP ABL

Lenders and the Required DIP Term Lenders, with such approval not unreasonably withheld by the Required DIP ABL Lenders) for these Chapter 11 Cases. A copy of any Approved Budget (or updated Approved Budget) shall be delivered to counsel for a Creditors' Committee (if appointed) and the U.S. Trustee. The Initial Approved Budget has been thoroughly reviewed by the Debtors, their management, and their advisors. The Debtors, their management, and their advisors believe the Initial Approved Budget and the estimate of administrative expenses due or accruing during the period covered by the Initial Approved Budget were developed using reasonable assumptions, and based on those assumptions, the Debtors believe there should be sufficient available assets to pay all administrative expenses due or accruing during the period covered by the Initial Approved Budget. The Initial Approved Budget was an integral part of the Interim Order, and the DIP Secured Parties and the Prepetition Secured Parties are relying, in part, upon the Debtors' agreement to comply with the Initial Approved Budget (subject to the Permitted Variances), in determining to enter into the DIP Facilities and to allow the Debtors' use of Cash Collateral in accordance with the terms of this Final Order and the DIP Documents.

(b) The Debtors shall at all times comply with the Approved Budget, subject to the Permitted Variances set forth in the DIP Documents. The Debtors shall provide all reports and other information as required in the DIP Documents. The Debtors' failure to comply with the Approved Budget (including the Permitted Variances set forth in the DIP Documents) or to provide the reports and other information required in the DIP Documents shall constitute an Event of Default (as defined in the DIP ABL Credit Agreement and the DIP Term Loan Credit Agreement, as applicable), following the expiration of any applicable cure period set forth herein and in the DIP Documents.

21. DIP Termination Events. Subject to any obligations under the Carve Out and any applicable grace period under the DIP Documents and this Final Order and the Notice Period, the DIP ABL Obligations or the DIP Term Loan Obligations, as applicable, shall accelerate and become immediately due and payable in full, all Bank Product Obligations (as defined in the DIP ABL Credit Agreement) shall be cash collateralized, all outstanding Letters of Credit (as defined in the DIP ABL Credit Agreement) and bankers' acceptances shall be cash collateralized in an amount equal to 105% of the face amount thereof, and such DIP Commitments shall terminate, in each case without further notice or action by the Court following the earliest to occur of any of the following, unless waived in writing by the DIP ABL Agent (with respect to the DIP ABL Obligations) or the DIP Term Loan Agent (with respect to the DIP Term Loan Obligations), as applicable (each a "DIP Termination Event"): (i) the occurrence of any Event of Default (as defined in the DIP Documents), which Events of Default are explicitly incorporated by reference into this Final Order; (ii) the Debtors' failure to comply with any provision of this Final Order; (iii) the occurrence of the Termination Declaration Date or the Maturity Date (as defined in the DIP Documents, as applicable); (iv) the entry of an order authorizing the use of DIP Collateral or Cash Collateral or financing under Bankruptcy Code section 364 or the filing by the Debtors of a motion seeking such authority, in each case without the consent of the Required DIP ABL Lenders, Required DIP Term Lenders, or the Required Lenders (as defined in the Prepetition NewCo First Lien Credit Agreement and referred to herein as the "Required NewCo First Lien Lenders"); (v) dismissal or conversion of any of the Chapter 11 Cases; (vi) termination of this Final Order; (vii) the filing of a plan or disclosure statement other than a plan or disclosure statement that is consistent with that certain restructuring support agreement, dated September 8, 2024, between the Debtors and certain other Prepetition Secured Parties (as may be amended, modified, or

supplemented from time to time, the “Restructuring Support Agreement”) or that is otherwise approved by the Required DIP Term Lenders, the Required DIP ABL Lenders, the Prepetition ABL Secured Parties, the Required NewCo First Lien Lenders, the DIP Term Loan Agent, Prepetition FILO Agent, and the Prepetition NewCo First Lien Agent (with respect to the rights and duties of such agents) which does not provide for the payment in full in cash on the effective date of such plan of the DIP Loans, the Prepetition ABL Obligations, the FILO Obligations, and the NewCo First Lien Obligations; and (viii) termination of the Restructuring Support Agreement.

22. Remedies upon a DIP Termination Event. The Debtors shall promptly provide notice to counsel to the DIP Agents, the DIP Lenders, counsel to the Creditors’ Committee, if any, counsel to the Ad Hoc Group, and counsel to SVP of the occurrence of any DIP Termination Event. Upon the occurrence and during the continuation of a DIP Termination Event (regardless of whether the Debtors have given the notice described in the previous sentence) and following the giving of not less than five (5) days’ advance written notice by counsel for the applicable DIP Agent, which may be by email (such period, the “Notice Period,” and such notice, the “Enforcement Notice”), to counsel to the Debtors, the U.S. Trustee, counsel to the Ad Hoc Group, counsel to SVP, counsel to the non-noticing DIP Agent, and counsel to the Creditors’ Committee, if any, subject to the obligations with respect to the Carve Out, (i) the DIP Agents, acting at the direction of the Required DIP ABL Lenders or Required DIP Term Lenders, as applicable, may exercise any rights and remedies against the DIP Collateral available to them under this Final Order, the DIP Documents, and applicable non-bankruptcy law, and the DIP Secured Parties may exercise such rights available to them under the DIP Documents or this Final Order, as applicable and consistent with the DIP ABL/Term Loan Intercreditor Agreement; (ii) the Prepetition Secured Parties may exercise any rights and remedies to satisfy the Prepetition Secured

Obligations and Adequate Protection Obligations, subject to the DIP Obligations, the DIP Superpriority Claims, the Permitted Liens (if any), and the Carve Out, and consistent with the Prepetition Secured Facilities Documents, including the Prepetition Intercreditor Agreements, and the relative priorities as set forth on Exhibit 2 attached hereto; and (iii) the commitment of each DIP Lender to make DIP Loans will be terminated to the extent any such commitment remains under the DIP Facilities. The automatic stay pursuant to section 362 of the Bankruptcy Code shall be automatically modified with respect to the DIP Secured Parties and the Prepetition Secured Parties at the end of the Notice Period, without further notice or order of the Court, unless (a) the DIP ABL Agent (with respect to the DIP ABL Obligations), the DIP Term Loan Agent (acting at the direction of the Required DIP Term Lenders), and the Prepetition Secured Agents (acting at the direction of the applicable requisite lenders), as applicable, elect otherwise in a written notice to the Debtors, and/or (b) the Court has determined that a DIP Termination Event has not occurred and/or is not continuing or the Court orders otherwise.

23. Emergency Hearing. Upon delivery of an Enforcement Notice, each of the DIP Secured Parties, the Prepetition Secured Parties, the Debtors, the Creditors' Committee (if any), as applicable, consent to a hearing on an expedited basis to consider any appropriate relief (including, without limitation, the Debtors' non-consensual use of Cash Collateral); *provided that* if a request for such hearing is made prior to the end of the Notice Period, then the Notice Period shall be continued until the Court hears and rules with respect thereto. During the Notice Period, notwithstanding anything to the contrary set forth in the paragraph immediately above, (i) the DIP Secured Parties may not exercise any rights or remedies to satisfy the DIP Obligations, including any rights and remedies against the DIP Collateral, (ii) the Prepetition Secured Parties may not exercise any rights or remedies to satisfy the Prepetition Secured Obligations and the Adequate

Protection Obligations, including any rights or remedies against the Prepetition Collateral, and (iii) the Debtors shall continue to have the right to use Cash Collateral in accordance with the terms of this Final Order, solely to pay necessary expenses set forth in the Approved Budget. At the end of the Notice Period, unless the Court has entered an order to the contrary or otherwise fashioned an appropriate remedy, the Debtors' right to use Cash Collateral shall immediately cease, unless otherwise provided herein, and Prepetition Secured Parties, the DIP Agents, and DIP Lenders shall have the rights set forth in the paragraph immediately above, without the necessity of seeking relief from the automatic stay.

24. Preservation of Rights Granted Under This Final Order. Subject in all respects to paragraph 26 hereof:

(a) Other than the Carve Out, the Permitted Liens, and other claims and liens expressly granted by this Final Order or as permitted pursuant to the DIP Documents, no claim or lien having a priority superior to or pari passu with those granted by this Final Order to the DIP Agents and the DIP Lenders, or the Prepetition Secured Parties, respectively, shall be granted or allowed while any of the DIP Obligations, the Adequate Protection Obligations, the Prepetition ABL Obligations, the FILO Obligations, the Prepetition NewCo First Lien Obligations, or the Prepetition NewCo Second Lien Obligations remain outstanding. Except as otherwise expressly provided in the DIP Documents or this Final Order and as set forth in **Exhibit 2** hereto, and subject to the Carve Out and Permitted Liens in all respects, the DIP Liens and the Adequate Protection Liens shall not be: (i) subject or subordinate to any lien or security interest that is avoided and preserved for the benefit of the Estates under Bankruptcy Code section 551; (ii) subordinated to or made pari passu with any other lien or security interest, whether under Bankruptcy Code section 364(d) or otherwise; (iii) subordinated to or made pari passu with any liens arising after the Petition

Date including, without limitation, any liens or security interests granted in favor of any federal, state, municipal, or other domestic or foreign governmental unit (including any regulatory body), commission, board, or court for any liability of the Debtors; and (iv) subject or subordinate to any intercompany or affiliate liens or security interests against the Debtors.

(b) Notwithstanding any order that may be entered dismissing or converting any of the Chapter 11 Cases under Bankruptcy Code section 1112 or otherwise: (i) the DIP Superpriority Claims, the DIP Liens, the Adequate Protection Liens, and the Adequate Protection 507(b) Claims shall continue in full force and effect and shall maintain their priorities as provided in this Final Order (and that such liens and claims shall, notwithstanding such dismissal, remain binding on all parties in interest) until all DIP Obligations and Adequate Protection Obligations shall have been Paid in Full; (ii) the other rights granted by this Final Order shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in this paragraph 23 and otherwise in this Final Order.

(c) If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated, or stayed, such reversal, modification, vacation, or stay shall not affect: (i) the validity, priority, or enforceability of the Carve Out, any DIP Obligations, or Adequate Protection Obligations incurred prior to the actual receipt of written notice by the DIP Agents, the Ad Hoc Group, and SVP, as applicable, of the effective date of such reversal, modification, vacation or stay; or (ii) the validity, priority, or enforceability of the DIP Liens or the Adequate Protection Liens. Notwithstanding any such reversal, modification, vacation, or stay of any use of Cash Collateral, any DIP Obligations or any Adequate Protection Obligations incurred by the Debtors to the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties, as the case may be, prior

to the actual receipt of written notice by the DIP Agents, the Prepetition Secured Parties, the Ad Hoc Group, and SVP, as applicable, of the effective date of such reversal, modification, vacation, or stay, shall be governed in all respects by the original provisions of this Final Order, and the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits granted in Bankruptcy Code section 364(e), this Final Order, and the DIP Documents.

(d) Except as expressly provided in this Final Order or in the DIP Documents, the Carve Out, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Obligations, and all other rights and remedies of the DIP Agents, the DIP Lenders and the Prepetition Secured Parties granted by the provisions of this Final Order and the DIP Documents shall survive, and shall not be modified, impaired, or discharged by: (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7, dismissing any of the Chapter 11 Cases, terminating the joint administration of these Chapter 11 Cases, or any other act or omission; (ii) the entry of an order approving the sale of any DIP Collateral pursuant to Bankruptcy Code section 363(b) (except to the extent permitted by the DIP Documents); or (iii) the entry of an order confirming a chapter 11 plan in any of the Chapter 11 Cases and, pursuant to Bankruptcy Code section 1141(d)(4), the Debtors have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of this Final Order and the DIP Documents shall continue in these Chapter 11 Cases, in any Successor Cases, and the Carve Out, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Obligations, and all other rights and remedies of the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties granted by the provisions of this Final Order and the DIP Documents shall continue in full force and effect until the DIP Obligations are Paid in Full, as set forth herein and in the DIP Documents,

and the commitments under the DIP Facilities have been terminated. Any successor to the Debtors (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors or any other estate representative appointed in the Chapter 11 Cases or any Successor Cases) shall be bound by the terms of the Orders to the same extent as the Debtors, including with respect to the Stipulations.

25. Releases. Subject to the rights and limitations set forth in paragraph 26 with respect to the Prepetition Secured Parties, each of the Debtors, and the Estates, on their own behalf and on behalf of each of their predecessors, their successors and assigns shall, to the maximum extent permitted by applicable law, (a) reaffirm the releases granted pursuant to paragraph 25 of the Interim Order and (b) unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive and discharge each of the DIP Lenders, the DIP Agents, the Prepetition Secured Parties, and each of their respective former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, predecessors, and predecessors in interest, each solely in their capacities as such (the “Released Parties”), of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys’ fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened including, without limitation, all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract (under U.S. laws), of every nature and description that exist on the date hereof arising out of, relating to, or in connection with any of the (a) the Prepetition Secured Facilities Documents or the transactions contemplated

under such documents, and (b) the DIP Documents or the transactions contemplated under such documents, including, without limitation, (i) any so-called “lender liability” or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under the Bankruptcy Code, (iii) any and all claims and causes of action regarding the validity, priority, perfection, or availability of the liens of the Prepetition Secured Parties (including Avoidance Actions), and (iv) the Creeping Roll-Up (as defined herein), other than claims and causes of action arising from the gross negligence, fraud, bad faith, or willful misconduct of the Released Parties.

26. Effect of Stipulations on Third Parties.

(a) The Debtors’ acknowledgments, stipulations, and releases set forth in paragraphs G and 25 of the Interim Order and this Final Order (collectively, the “Stipulations”) shall be binding on the Debtors, the Estates, and their respective representatives, successors, and assigns in all circumstances as of the date of entry of the applicable DIP Order. The Stipulations contained in the Interim Order and this Final Order shall be binding upon all other parties in interest and all of their respective successors and assigns, including any chapter 7 or chapter 11 trustee (a “Trustee”) and any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, including the Creditors’ Committee (if any) and any other person or entity acting or seeking to act on behalf of the Estates in all circumstances and for all purposes, unless the Creditors’ Committee, if any, or any other party in interest (including any Trustee), in each case, with requisite standing (in each case to the extent requisite standing is obtained pursuant to an order of this Court entered prior to the Challenge Deadline and subject in all respects to any agreement or applicable law that may limit or affect such entity’s right or ability to commence such proceeding), has duly and timely filed an adversary proceeding or contested matter (each, a “Challenge”) challenging the validity, perfection, enforceability, allowability, priority, or extent of the

obligations in respect of the Prepetition Secured Facilities Documents or otherwise asserting or prosecuting any Avoidance Actions or any other claims, counterclaims or causes of action, objections, contests, or defenses against the Prepetition Secured Parties in connection with any matter related to the Prepetition Secured Facilities Documents (collectively, the “Claims and Defenses”) by no later than the earlier of (i) the commencement of a hearing to consider confirmation of a chapter 11 plan or to approve the sale of all or substantially all of the Debtors’ assets, and (ii) seventy five (75) calendar days from the entry of the Interim Order (the earlier to occur of (i) and (ii), the “Challenge Deadline” and, such period, the “Challenge Period”); *provided, further*, that any Trustee appointed prior to the expiration of the Challenge Period will have the longer of (x) the remaining Challenge Period and (y) thirty (30) days from the date of such Trustee’s appointment to commence a Challenge. The timely filing of a motion seeking standing to file a Challenge before the termination of the Challenge Period that attaches a proposed pleading commencing such Challenge shall toll the Challenge Deadline only as to the party that timely filed such standing motion until such motion is resolved or adjudicated by the Court. Any pleadings filed in any Challenge proceeding shall set forth with specificity the basis for such Challenge (and any Challenge not so specified prior to the Challenge Deadline shall be deemed forever waived, released, and barred). The Court may fashion any appropriate remedy following a successful Challenge.

(b) If no Challenge is timely and properly filed prior to the expiration of the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding, then without further order of this Court (x) the obligations in respect of the Prepetition Secured Facilities Documents shall constitute allowed claims, not subject to any Claims and Defenses (whether characterized as a counterclaim, setoff, subordination, recharacterization, defense,

avoidance, contest, attack, objection, recoupment, reclassification, reduction, disallowance, recovery, disgorgement, attachment, “claim” (as defined by Bankruptcy Code section 101(5)), impairment, subordination (whether equitable, contractual or otherwise), or other challenge of any kind pursuant to the Bankruptcy Code or applicable nonbankruptcy law), for all purposes in these Chapter 11 Cases and any subsequent chapter 7 case; (y) the Prepetition Liens shall not be subject to any other or further Challenge, including, without limitation, any Claims and Defenses, which shall be deemed to be forever waived and barred, and all parties in interest shall be enjoined from seeking to exercise the rights of the Estates, including any successor thereto (including any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period); and (z) the Stipulations shall be of full force and effect and forever binding upon the applicable Debtor’s estate and all creditors, interest holders, and other parties in interest in these Chapter 11 Cases and any Successor Cases.

(c) If any Challenge is timely filed prior to the expiration of the Challenge Period, (i) the Stipulations contained in the Interim Order and this Final Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on the Creditors’ Committee, if any, any other statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, any other person or party in these cases, including any Trustee, and any other person or entity acting or seeking to act on behalf of the Estates, except as to any such findings and admissions that were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction, and (ii) any Claims and Defenses not brought in a timely filed Challenge shall be forever barred; *provided* that, if and to the extent any Challenges to a particular Stipulation or admission are withdrawn, denied, or overruled by a final non-appealable order, such Stipulation also shall be binding on the Estates and

all parties in interest. Nothing in this Final Order vests or confers on any person, including a Creditors' Committee (if any), standing or authority to pursue any cause of action belonging to the Debtors or their Estates, including, without limitation, Challenges with respect to the Stipulations, and all rights to object to such standing are expressly reserved.

27. Expenses and Indemnification of DIP Agents and the DIP Lenders.

(a) All reasonable and documented out-of-pocket expenses and administrative fees and "seasoning fees," to the extent applicable, for each of the DIP Agents and the DIP Lenders (as set forth below), including in connection with (i) the preparation, negotiation, and execution of the DIP Documents, whether or not the DIP Facilities are successfully consummated; (ii) the syndication and funding of the DIP Loans; (iii) the creation, perfection, or protection of the liens under the DIP Documents (including all search, filing, and recording fees), if any; and (iv) the ongoing administration of the DIP Documents (including the preparation, negotiation, and execution of any amendments, consents, waivers, assignments, restatements, or supplements thereto and the enforcement, collection, and repayment of the DIP Obligations contemplated thereunder) (collectively, the "DIP Fees and Expenses"), are to be paid by the Loan Parties in accordance with paragraph 28, including, for the avoidance of doubt, all reasonable documented fees, costs, and expenses of (1) counsel to the DIP Term Loan Agent, Ropes & Gray, LLP and one local counsel, (2) counsel to the DIP Term Lenders, (A) Akin Gump Strauss Hauer & Feld LLP, Potter Anderson & Corroon LLP, and one local counsel in each other appropriate jurisdiction (and, in the case of an actual or perceived conflict of interest where the person affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel, of another firm or counsel for all such affected persons (taken as a whole)), as counsel to the Ad Hoc Group and (B) Davis Polk & Wardwell LLP and one local counsel in each appropriate jurisdiction (and, in

the case of an actual or perceived conflict of interest where the person affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel, of another firm or counsel for all such affected persons (taken as a whole)), as counsel to SVP, (3) the investment bankers to the DIP Term Lenders, (A) PJT Partners Inc., as investment banker to the Ad Hoc Group and (B) Lazard Frères & Co., as investment banker to SVP, (4) counsel to the DIP ABL Agent and the DIP ABL Lenders, Morgan Lewis & Bockius LLP and one local counsel in each appropriate jurisdiction (and, in the case of an actual or perceived conflict of interest where the person affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel, of another firm or counsel for all such affected persons (taken as a whole)), and (5) the financial advisor to the DIP ABL Lenders, Berkeley Research Group, LLC.

(b) In addition, the Loan Parties will indemnify the DIP Lenders, the DIP Agents, and their respective Indemnitees (as defined in the applicable DIP Credit Agreements) (the “Indemnified Parties”), and hold them harmless from and against all reasonable and documented out-of-pocket costs, expenses (with respect to legal fees and expenses, limited to the reasonable and documented out-of-pocket legal fees and expenses of one primary counsel and one local counsel for each of (i) the DIP Term Loan Agent, (ii) the DIP ABL Agent, (iii) the DIP ABL Lenders, and (iv) the Ad Hoc Group, and (v) SVP (taken as a whole)), liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the DIP Facilities, and the other Indemnified Liabilities (as defined in the applicable DIP Credit Agreements) in accordance with, and subject to the limitations of, the DIP Documents; *provided* that no Indemnified Person will be indemnified for any losses, claims, damages, liabilities, or related expenses to the extent determined by a final, non-appealable

judgment of a court of competent jurisdiction to have been incurred solely by reason of the gross negligence or willful misconduct of such Indemnified Parties.

28. Payment of Fees and Expenses. The payment of the fees, expenses and disbursements pursuant to this Final Order (to the extent incurred after the Petition Date) shall be made within ten (10) business days (the “Review Period”) (which time period may be extended by the applicable professional) after the receipt by: (i) counsel for the Debtors, (ii) counsel for the Creditors’ Committee, if any, and (iii) the U.S. Trustee (collectively, the “Fee Notice Parties”) of invoices therefor (the “Invoiced Fees”) and without the necessity of filing formal fee applications with the Court, including such amounts arising before, on or after the Petition Date. The invoices for such fees and expenses shall not be required to comply with any particular format, need not contain individual time entries or detail, may be in summary form only, and may include redactions to protect privileged, confidential, or proprietary information. The Fee Notice Parties may object to any portion of the Invoiced Fees (the “Disputed Invoiced Fees”) within the Review Period by filing with the Court a motion or other pleading, on at least ten (10) days’ prior written notice of any hearing on such motion or other pleading, setting forth the specific objections to the Disputed Invoiced Fees in reasonable narrative detail and the bases for such objections; *provided* that only the Disputed Invoiced Fees shall not be paid until the objection is resolved by the applicable parties in good faith or by order of the Court; *provided, further*, that payment of any undisputed portion of Invoiced Fees shall be promptly paid within five (5) business days following the expiration of the Review Period. If no objection to the Invoiced Fees is filed within the Review Period, then such Invoiced Fees shall be promptly paid, without further approval of, or application to, the Court or notice to any other party, and, in any case, within five (5) business days following the expiration of the Review Period and shall not be subject to any further review, challenge, or disgorgement.

Any and all fees, costs, and expenses paid prior to the Petition Date by any of the Debtors (i) to the DIP Agents or the other DIP Secured Parties or (ii) to the Prepetition Secured Parties, in each case in connection with the Chapter 11 Cases, are hereby approved in full and shall not be subject to recharacterization, avoidance, subordination, disgorgement, or any similar form of recovery by the Debtors or any other person. The DIP Fees and Expenses and the Adequate Protection Fees and Expenses incurred prior to, and which were unpaid as of, the Closing Date (as defined in the DIP Credit Agreements) were authorized to be paid indefeasibly by the Debtors upon the occurrence of the Closing Date without the applicable parties being required to deliver an invoice to the Review Parties for a Review Period as set forth in this paragraph 28.

29. Limitation on Use of the DIP Facilities, the DIP Collateral, and the Prepetition Collateral (Including the Cash Collateral). Notwithstanding anything herein or in any other order of this Court to the contrary, none of the DIP Facilities (including any disbursements set forth in the Approved Budget or obligations benefitting from the Carve Out), the DIP Collateral, the Prepetition Collateral, any Cash Collateral, or the Carve Out (other than the Investigation Budget Cap (as defined herein)) may be used to (a) investigate, analyze, commence, prosecute, threaten, litigate, object to, contest, or challenge in any manner or raise any defenses to the validity, perfection, priority, extent, or enforceability of any amount due under the DIP Documents, the Prepetition Secured Facilities Documents or the liens or claims granted under the Interim Order, ratified pursuant to this Final Order, the DIP Documents, or the Prepetition Secured Facilities Documents, including the Primed Liens and the DIP Liens, or any mortgage, security interest, or lien with respect thereto, or any other rights or interests or replacement liens with respect thereto or any other rights or interests of any of the DIP Agents, the other DIP Secured Parties or the Prepetition Secured Parties, (b) assert any claims and defenses, including any Avoidance Actions,

or any other causes of action against the DIP Agent, the DIP Lenders, the Prepetition Secured Parties or, in each case, their respective agents, affiliates, subsidiaries, directors, officers, employees, representatives, attorneys, or advisors, (c) prevent, hinder, or otherwise delay the DIP Agents' or the Prepetition Secured Agents' assertion, enforcement, or realization on the Prepetition Collateral or the DIP Collateral, in accordance with the DIP Documents (subject to the DIP ABL/Term Loan Intercreditor Agreement), the Prepetition Secured Facilities Documents (subject to the Prepetition Intercreditor Agreements), or this Final Order, the exercise of rights by the DIP Agents or the Prepetition Secured Parties once an Event of Default has occurred and is continuing, or any other rights or interest of any of the DIP Agents, the DIP Lenders or the Prepetition Secured Parties following the occurrence of a DIP Termination Event and after the Notice Period, (d) seek to subordinate (other than to the Carve Out or as set forth in this Final Order) or recharacterize the DIP Obligations or any of the Prepetition Secured Obligations, or to disallow or avoid any claim, mortgage, security interest, lien, or replacement lien or payment thereunder, (e) seek to modify any of the rights granted to the DIP Agents, the DIP Lenders, or any of the Prepetition Secured Parties hereunder or under the DIP Documents or the Prepetition Secured Facilities Documents, in the case of each of the foregoing clauses (a) through (d), without such party's prior written consent, (f) pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved by an order of this Court or otherwise permitted under the DIP Documents, (g) file any motion seeking approval of a sale of any DIP Collateral without the consent of the Required DIP Term Lenders, Required DIP ABL Lenders, and the Required NewCo First Lien Lenders, other than a sale that indefeasibly satisfies the DIP Obligations in full in cash, or (h) pay Allowed Professional Fees, disbursements, costs, or expenses incurred by any person, including, without limitation, the Creditors' Committee (if any), in connection with any of the foregoing.

The “Investigation Budget Cap” means a cap of \$75,000 with respect to Allowed Professional Fees to be incurred by the Creditors’ Committee (if any) under the investigation budget.

30. Loss or Damage to Collateral. Nothing in this Final Order, the DIP Documents or any other documents related to these transactions shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agents, any DIP Lender, or Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their business, or in connection with their restructuring efforts. So long as the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties comply with their obligations under the DIP Documents and this Final Order and their obligations, if any, under applicable law (including the Bankruptcy Code), (a) the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency, or other person and (b) all risk of loss, damage, or destruction of the DIP Collateral shall be borne by the Debtors.

31. Reservation of Rights Under the Prepetition Intercreditor Agreements. Pursuant to Bankruptcy Code section 510, the Prepetition Intercreditor Agreements and any other applicable intercreditor or subordination provisions contained in any of the Prepetition Secured Facilities Documents (i) shall remain in full force and effect, (ii) shall continue to govern the relative priorities, rights, and remedies of the Prepetition Secured Parties (including the relative priorities, rights, and remedies of such parties with respect to the replacement liens and administrative expense claims and superpriority administrative expense claims granted, or amounts payable, by the Debtors under this Final Order or otherwise and the modifications of the automatic stay), and

(iii) shall not be deemed to be amended, altered, or modified by the terms of this Final Order or the DIP Documents, unless expressly set forth herein or therein. Failure to reference the Prepetition Intercreditor Agreements in any provision herein or in the DIP Documents shall not limit the effectiveness of the Prepetition Intercreditor Agreements in any respect.

32. Final Order Governs. In the event of any inconsistency between the provisions of the Interim Order, this Final Order and the DIP Documents, the provisions of this Final Order shall govern.

33. Binding Effect; Successors and Assigns. The DIP Documents and the provisions of this Final Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, the DIP Agents, the DIP Lenders, the Prepetition Secured Parties, the Creditors' Committee (if any), any non-statutory committees appointed or formed in these Chapter 11 Cases, the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to Bankruptcy Code section 1104, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties and the Debtors and their respective successors and assigns; *provided, however*, that the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties shall have no obligation to permit the use of the Prepetition Collateral (including Cash Collateral) or to extend any financing to any chapter 7 trustee, chapter 11 trustee, or similar responsible person appointed for the Estates of the Debtors.

34. Limitation of Liability. In determining to make any loan or other extension of credit under the DIP Documents, to permit the use of Cash Collateral or in exercising any rights or

remedies as and when permitted pursuant to this Final Order or the DIP Documents, none of the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties shall (i) be deemed to be in “control” of the operations or participating in the management of the Debtors; (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates; and (iii) be deemed to be acting as a “Responsible Person” or “Owner” or “Operator” with respect to the operation or management of the Debtors (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601, et seq., as amended, or any similar federal or state statute).

35. Master Proof of Claim.

(a) Notwithstanding any order entered by this Court in relation to the establishment of a bar date in any of the Chapter 11 Cases or any Successor Cases to the contrary, the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties will not be required to file proofs of claim or requests for administrative expenses in any of the Chapter 11 Cases or Successor Cases for any claims allowed herein, including any claims arising under the DIP Documents or the Prepetition Secured Facilities Documents. The Stipulations, admissions, and acknowledgments and the provisions of this Final Order shall be deemed to constitute a timely filed proof of claim and a timely filed request for administrative expenses for the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties with regard to all claims allowed herein, including any claims arising under the DIP Documents or the Prepetition Secured Facilities Documents. Any order entered by the Court in relation to the establishment of a bar date in any of the Cases or Successor Cases shall not apply to any claim of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties.

(b) In order to facilitate the processing of claims, to ease the burden upon the Court and to reduce an unnecessary expense to the Estates, each of the DIP Agents and the Prepetition Secured Agents was, by the Interim Order, and hereby is authorized, but not directed, in their sole discretion, to file in the Debtors' lead chapter 11 case, *In re Wheel Pros, LLC*, Case No. 24-11939 (the "Lead Case"), a single, master proof of claim on behalf of its respective DIP Secured Parties or Prepetition Secured Parties, as applicable, on account of any and all of their respective claims arising under the applicable DIP Documents and Prepetition Secured Facilities Documents and hereunder (each, a "Master Proof of Claim") against each applicable Debtor. Upon the filing of a Master Proof of Claim by a DIP Agent and a Prepetition Secured Agent in the Lead Case, the applicable DIP Secured Parties and Prepetition Secured Parties, and each of their respective successors and assigns, shall be deemed to have filed a proof of claim and a request for administrative expenses against each of the Debtors in the amount set forth in such Master Proof of Claim for such DIP Secured Parties and Prepetition Secured Parties in respect of their claims against each of the Debtors of any type or nature whatsoever with respect to the applicable DIP Documents and Prepetition Secured Facilities Documents, and such Master Proof of Claim shall be treated as if such entity had filed a separate proof of claim and a separate request for administrative expense in each of these Chapter 11 Cases. The Master Proofs of Claim shall not be required to identify any DIP Secured Party or Prepetition Secured Party by its name (other than the applicable DIP Agent or Prepetition Secured Agent) or identify whether any DIP Secured Party or Prepetition Secured Party acquired its claim from another party and the identity of any such party or to be amended to reflect a change in the holders of the claims set forth therein or a reallocation among such holders of the claims asserted therein resulting from the transfer of all or any portion of such claims. The provisions of this paragraph 35 and each Master Proof of Claim

are intended solely for the purpose of administrative convenience and shall not affect the right of each DIP Secured Party and Prepetition Secured Party (or its successors in interest) to vote separately on any plan proposed in these Chapter 11 Cases. The Master Proofs of Claim shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the applicable DIP Secured Parties and Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to the DIP Agent and Prepetition Secured Agents, as applicable. Any Master Proof of Claim filed by any DIP Agent and Prepetition Secured Agent shall be deemed to be in addition to and not in lieu of any other proof of claim or request for administrative expenses that may be filed by any of the DIP Secured Parties and Prepetition Secured Parties.

36. Information and Other Covenants. The Loan Parties shall comply in all material respects with the reporting requirements set forth in the DIP Documents. Until such time as all DIP Obligations are Paid in Full, the Debtors shall continue to use and maintain the cash management system in effect as of the Petition Date (the “Cash Management System”), as modified by this Final Order and any order of the Court authorizing the continued use of the Cash Management System that is acceptable to the DIP Agents, the Required DIP ABL Lenders, and the Required DIP Term Lenders, in accordance with the DIP Documents. Other than any Excluded Accounts (as defined in the applicable DIP Credit Agreements), the Debtors shall not open any new deposit or securities account that is not subject to the liens and security interests of each of the DIP Secured Parties and any such accounts shall be subject to the lien priorities and other provisions set forth in this Final Order.

37. Insurance. To the extent that any of the Prepetition Secured Parties is listed as additional insured and/or loss payee under the Borrowers’ or Guarantors’ insurance policies, the

DIP Agents are also deemed to be the additional insured and/or loss payee under such insurance policies and shall act in that capacity and distribute any proceeds recovered or received in respect of any such insurance policies, in each case, subject to the Carve Out, first, to the payment in full of the DIP Obligations and second, to the payment of the obligations arising under the Prepetition Secured Facilities Documents, in each case subject to and consistent with the relative priorities set forth on Exhibit 2 hereto, the DIP ABL/Term Loan Intercreditor Agreement and the Prepetition Intercreditor Agreements.

38. Effectiveness. This Final Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014 or any Local Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

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

40. Payments Held in Trust. Except as expressly permitted in this Final Order or the DIP Documents and subject to the Carve Out in all respects, in the event that any person or entity receives any payment on account of a security interest in DIP Collateral, receives any DIP Collateral or any proceeds of DIP Collateral or receives any other payment with respect thereto from any other source prior to indefeasible payment in full in cash of all DIP Obligations under the DIP Documents, and termination of the commitments in accordance with the DIP Documents, such person or entity shall be deemed to have received, and shall hold, any such payment or proceeds of DIP Collateral in trust for the benefit of the DIP Agents and the DIP Lenders based

on the priorities set forth on Exhibit 2 hereto and shall immediately turn over such proceeds to the applicable DIP Agent, or as otherwise instructed by this Court, for application in accordance with the DIP Documents and this Final Order based on the priorities set forth on Exhibit 2 hereto;.

41. Credit Bidding. Subject to section 363(k) of the Bankruptcy Code, the terms of the DIP Documents, and the lien priorities set forth on Exhibit 2 attached hereto: (i) the DIP ABL Agent (at the direction of the Required DIP ABL Lenders) shall have the unconditional right to credit bid the aggregate outstanding DIP ABL Obligations and Prepetition ABL Obligations, including any accrued interest and expenses, during any sale of Debtors' assets (in whole or in part), including without limitation, sales occurring pursuant to Bankruptcy Code section 363 or included as part of any restructuring plan subject to confirmation under Bankruptcy Code section 1129(b)(2)(A)(ii)-(iii) (any of the foregoing sales or dispositions, a "Sale"), on a dollar-for-dollar basis in connection with any disposition of estate property that is ABL Priority Collateral (or the postpetition equivalent thereof); (ii) the DIP Term Loan Agent (at the direction of the Required Term DIP Loan Lenders), the Prepetition FILO Agent (at the direction of the requisite Prepetition FILO Lenders), and the Prepetition NewCo First Lien Agent (at the direction of the Required NewCo First Lien Lenders) shall each have the unconditional right to credit bid the aggregate outstanding DIP Term Loan Obligations, Prepetition FILO Obligations, and Prepetition NewCo First Lien Obligations, respectively, including any accrued interest, fees, and expenses, in a Sale (including any deposit in connection with such sale), on a dollar-for-dollar basis in connection with any disposition of estate property that is Term Priority Collateral (or the postpetition equivalent thereof); and (iii) if any Sale includes both prepetition or postpetition ABL Priority Collateral and Term Priority Collateral and the DIP Secured Parties and Prepetition Secured Parties, as applicable, are unable after negotiating in good faith to agree on the allocation of the purchase

price between the prepetition or postpetition ABL Priority Collateral and Term Priority Collateral, any of their respective agents may apply to the Court to make a determination of such allocation consistent with the terms of the DIP ABL/Term Loan Intercreditor Agreement.

42. Chubb Reservation of Rights. For the avoidance of doubt, (i) nothing in this Final Order or the DIP Credit Agreements grants liens and/or security interests in any insurance policies issued by ACE American Insurance Company and/or any of its U.S.-based affiliates (collectively, together with their successors, “Chubb”) nor on any rights and claims thereunder; provided, however, that the proceeds of any insurance policy issued by Chubb shall constitute DIP Collateral to the extent such proceeds are payable to the Debtors (as opposed to a third-party claimant) pursuant to the terms of any such applicable insurance policy; (ii) neither this Final Order nor anything in the DIP Credit Agreements grants the Debtors any right to use any property (or proceeds thereof) held by Chubb as collateral to secure obligations under insurance policies and related agreements; *provided, however*, that to the extent any claim with respect to the DIP Collateral arises that is covered by any insurance policies issued by Chubb, the Debtors may pursue such claim in accordance with the terms of such insurance policies, and, if applicable, turn over to the DIP Agent, for the benefit of itself and the DIP Secured Parties, any such insurance proceeds (each, a “Proceed Turnover”); *provided, further*, that, except to the extent set forth in any such insurance policy or agreement, Chubb shall not have any duty or liability to effectuate a Proceed Turnover; and (iii) nothing in this Final Order or any related document alters or modifies the terms and conditions of any insurance policies or related agreements issued by Chubb.

43. Broward County, Florida. Notwithstanding anything else in this Final Order, nothing in this Final Order shall prime any pre- or post-petition statutory property tax liens in favor of Broward County, Florida, only to the extent such liens are valid, senior, perfected, and

unavoidable; *provided, however*, that all parties' rights to object to the priority, validity, amount, and extent of the claims and liens asserted by Broward County, Florida are fully preserved.

44. Joint and Several. The Debtors are jointly and severally liable for the DIP Obligations and all other obligations hereunder.

45. No Waiver by Failure to Seek Relief. The failure of the DIP Agents, DIP Lenders, or Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under this Final Order, the DIP Documents, the Prepetition Secured Facilities Documents or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder or otherwise of the DIP Agents, DIP Lenders or Prepetition Secured Parties.

46. Necessary Action. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Final Order and the transactions contemplated hereby and the transactions contemplated hereby.

47. Retention of Jurisdiction. The Court shall retain jurisdiction to enforce the provisions of this Final Order.

48. Notice of Entry of Final Order. The Debtors shall promptly serve copies of this Final Order to the parties having been given notice of the Final Hearing, to any party that has filed a request for notices with this Court and to the Creditors' Committee, if and after the same has been appointed, or such Creditors' Committee's counsel, if the same shall have been appointed.

Dated: October 15th, 2024
Wilmington, Delaware

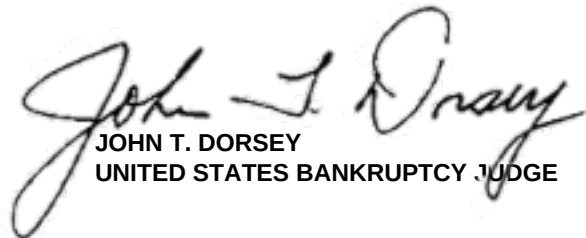

JOHN T. DORSEY
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Prepetition Lien Priorities

Term Loan Priority Collateral	ABL Priority Collateral
Prepetition First Liens	Prepetition ABL Liens
Prepetition NewCo Second Liens	Prepetition First Liens
Prepetition ABL Liens	Prepetition NewCo Second Liens

Exhibit 2**Lien/Claim Priorities on DIP Collateral**

The DIP Liens, the Adequate Protection Liens, and the Prepetition Liens shall in each case be subject to the Carve Out and otherwise have the following priority on the DIP Collateral and the applicable Prepetition Collateral at the applicable Debtor entities obligated on the DIP Obligations or the applicable Prepetition Secured Obligations, in each case subject to the terms of the DIP ABL/Term Loan Intercreditor Agreement, the Prepetition Intercreditor Agreements and any other intercreditor agreement, as applicable:

Priority	Term Loan Priority Collateral	ABL Priority Collateral
1.	Carve Out	Carve Out
2.	Permitted Liens	Permitted Liens
3.	DIP Term Loan Liens DIP Term Loan Superpriority Claims	DIP ABL Liens DIP ABL Superpriority Claims
4.	First Lien Adequate Protection Liens First Lien Adequate Protection 507(b) Claims	Prepetition ABL Adequate Protection Liens Prepetition ABL Adequate Protection 507(b) Claims
5.	Prepetition First Liens Prepetition First Lien Claims	Prepetition ABL Liens Prepetition ABL Claims
6.	Second Lien Adequate Protection Liens Second Lien Adequate Protection 507(b) Claims	DIP Term Loan Liens DIP Term Loan Superpriority Claims
7.	Prepetition NewCo Second Liens Prepetition NewCo Second Lien Claim	First Lien Adequate Protection Liens First Lien Adequate Protection 507(b) Claims
8.	DIP ABL Liens DIP ABL Superpriority Claims	Prepetition First Liens Prepetition First Lien Claims
9.	Prepetition ABL Adequate Protection Liens Prepetition ABL Adequate Protection 507(b) Claims	Second Lien Adequate Protection Liens Second Lien Adequate Protection 507(b) Claims
10.	Prepetition ABL Liens Prepetition ABL Claims	Prepetition NewCo Second Liens Prepetition New Co Second Lien Claims