United States Bankruptcy Court
Southern District of Texas
ENTERED
July 16, 2025
Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	Chapter 11
LifeScan Global Corporation, *et al.*,[1]	)	Case No. 25-90259 (ARP)
Debtors.	)	(Jointly Administered)
	)	(Relates to Docket No. [•])

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES, (III) MODIFYING THE AUTOMATIC STAY, (IV) SCHEDULING A FINAL HEARING, AND (V) GRANTING RELATED RELIEF

Upon the motion (the "Motion") of the debtors and debtors in possession (collectively, the "Debtors") in the above-captioned cases (the "Chapter 11 Cases") and pursuant to sections 105, 361, 362, 363, 503, 506(c), 507 and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and rules 2002-1, 4001-1(b), 4002-1(i) and 9013-1 of the Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "Local Bankruptcy Rules"), and the Procedures for Complex Chapter 11 Bankruptcy Cases promulgated by the United States Bankruptcy Court for the Southern District of Texas (the "Complex Case Rules" and, together with the Local Bankruptcy Rules, the "Local Rules") seeking entry of a proposed interim order (the "Interim Order") and a final order, if necessary, (the "Final Order") among other things:

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: LifeScan Global Corporation (1872); DUV Holding Corp. (2522); DUV Intermediate Holding Corp. (2645); LifeScan Texas LLC (1307); DUV Intermediate Holding II Corp. (4829); LifeScan Inc. (8188); LifeScan IP Holdings, LLC (7450); LifeScan China, LLC (N/A) and LifeScan Institute LLC (8188). The location of Debtor LifeScan Global Corporation's principal place of business and the Debtors' service address in these Chapter 11 Cases is 75 Valley Stream Parkway, Suite 201, Malvern, PA 19355.

(i) authorizing the Debtors to use the Prepetition Collateral (as defined below) (including the Cash Collateral (as defined below)), subject to and pursuant to the terms and conditions set forth in this Interim Order;

(ii) authorizing the Debtors to provide adequate protection to the Prepetition Secured Parties (as defined below), pursuant to sections 361 and 363(e) of the Bankruptcy Code for any diminution in value of any of their interests in the Prepetition Collateral (including the Cash Collateral) from and after the Petition Date (as defined below) as a condition to the Debtors' use of Prepetition Collateral;

(iii) authorizing the Debtors to waive: (a) the Debtors' right, to surcharge any of the Prepetition Collateral (including the Cash Collateral) or the Adequate Protection Collateral (each as defined below) pursuant to section 506(c) of the Bankruptcy Code and (b) any "equities of the case" exception under section 552(b) of the Bankruptcy Code, *provided* that the foregoing waiver shall be without prejudice to any provisions of the Final Order with respect to costs or expenses incurred following the entry of such Final Order;

(iv) waiving the equitable doctrine of "marshaling" and other similar doctrines with respect to any of the Prepetition Collateral (including the Cash Collateral) and the Adequate Protection Collateral for the benefit of any party other than the Prepetition Secured Parties (as defined herein), *provided* that the foregoing waiver shall be without prejudice to the terms of the Final Order with respect to the period from and after entry of the Final Order;

(v) approving certain stipulations and releases by the Debtors with respect to the Prepetition Debt Documents and the liens and security interests arising therefrom, subject to certain limited challenge rights;

(vi) vacating and modifying the automatic stay under section 362 of the Bankruptcy Code (the "Automatic Stay") to the extent set forth herein to the extent necessary to permit the Debtors and the Prepetition Secured Parties to implement and effectuate the terms and provisions of this Interim Order and the Final Order, if any, and to deliver any notices of termination described below and as further set forth herein;

(vii) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Interim Order and as later applicable, if necessary, the Final Order; and

(viii) scheduling a final hearing (the "Final Hearing") on the Motion, if necessary, to consider entry of a Final Order as set forth in the Motion.

The Court having considered the Motion and exhibits attached thereto, the *Declaration of Valerie Asbury in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the "First

Day Declaration") and the *Declaration of Brian Teets in Support of Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "Teets Declaration" and, together with the First Day Declaration, the "Supporting Declarations"), and the evidence submitted and arguments made by the Debtors at the interim hearing held on July 16, 2025 (the "Interim Hearing"); and due and sufficient notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 2002 and 4001(b) and (d) and all applicable Bankruptcy Local Rules; and the Interim Hearing having been held and concluded; and all objections, if any, to the interim relief requested in the Motion, and all reservations of rights included therein, having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, 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' businesses and the preservation of the value of the Debtors' assets; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[2]

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

A. *Petition Date*. On July 15, 2025 (the "Petition Date") each of the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Court"). On July 15, 2025, this Court entered an order approving the joint administration of these Chapter 11 Cases.

B. *Debtors in Possession*. The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases.

C. *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. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue for these Chapter 11 Cases and the proceedings on the Motion is proper in this Court pursuant to 28 U.S.C. § 1408. The predicates for the relief sought herein are sections 105, 361, 362, 363(b), 363(c), 363(e), 363(m), 364(c), 364(d)(1), 364(e), 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004 and 9014, and Bankruptcy Local Rules 2002-1, 4001-1(b), 4002-1(i), and 9013-1.

D. *Committee Formation*. As of the date hereof, the United States Trustee for the Southern District of Texas (the "U.S. Trustee") has not appointed an official committee of unsecured creditors in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (a "Committee").

E. *Notice*. The Interim Hearing was held pursuant to Bankruptcy Rule 4001(b)(2). Proper, timely, adequate and sufficient notice of the Motion has been provided in accordance with

the Bankruptcy Code, the Bankruptcy Rules and the Bankruptcy Local Rules, and no other or further notice was required under the circumstances to enter this Interim Order. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing.

F. *Cash Collateral*. All of the Debtors' cash except for cash that is Excluded Collateral (as defined in the First Lien Loan Documents), whether existing as of the Petition Date or thereafter, wherever located and held, including, without limitation, all cash or cash equivalents in deposit accounts and securities accounts (whether subject to control agreements or otherwise), any amounts generated by the sale or other disposition of Prepetition Collateral, and all income, proceeds, products, rents or profits of any Prepetition Collateral, constitutes "cash collateral" of the Prepetition Secured Parties within the meaning of section 363(a) of the Bankruptcy Code (the "Cash Collateral").

G. *Debtors' Stipulations*. Subject to the provisions of paragraphs 21 and 22 below, and as a material inducement to the consent of the Prepetition Secured Parties to the use of their Prepetition Collateral, the Debtors admit, stipulate and agree that:

(i) *Prepetition First Lien Revolving Credit Facility*. Pursuant to that certain First Lien Credit Agreement, dated as of May 19, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the commencement of these Chapter 11 Cases, the "First Lien Credit Agreement" and, together with all related agreements and documents executed by any of the Debtors in connection with the First Lien Credit Agreement, each as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, collectively, the "First Lien Loan Documents"), among (a) LifeScan Global Corporation, as borrower (the "Borrower"), (b) guarantors under the First Lien Loan Documents (the "First Lien Guarantors" and, together with the Borrower, the "First Lien Obligors"), (c) Bank of America, N.A., as administrative and collateral agent (the "First Lien Agent"), and (d) the lenders party thereto, certain lenders provided Revolving Loans and Revolving Commitments (each as defined in the First Lien Credit Agreement) (such lenders, the "Revolving Lenders") to the Borrower.

(ii) *Prepetition First Lien Revolving Credit Facility Obligations*. Prior to the Petition Date, the First Lien Obligors repaid at maturity certain of the fully secured Priority

Payment Obligations (as defined in the First Lien Credit Agreement) and voluntarily prepaid, in accordance with the terms of the First Lien Credit Agreement and that certain payoff letter, dated July 14, 2025 (the "RCF Payoff Letter"), the balance of the fully secured Priority Payment Obligations pursuant to the First Lien Loan Documents in full and final satisfaction of all Priority Payment Obligations (other than those specific obligations that by the express terms of the Credit Documents (as defined in the First Lien Credit Agreement) survive termination of the Revolving Credit Facility) under the First Lien Loan Documents, that the First Lien Obligors were justly and lawfully indebted and liable to the Revolving Lenders, terminated all Revolving Commitments provided for in the First Lien Credit Agreement and cash collateralized an outstanding standby letter of credit issued under the First Lien Credit Agreement in the face amount of $30,000 (collectively, the "RCF Payoff"), and no portion of the Priority Payment Obligations or RCF Payoff (including the RCF Payoff Letter) is subject, pursuant to the Bankruptcy Code or other applicable law, to any contest, avoidance, attack, disallowance, disgorgement, impairment, reduction, recharacterization, recovery, subordination (whether equitable, contractual or otherwise), attachment, offset, recoupment, counterclaim, cross-claim, defense, objection, "claim" (as defined in the Bankruptcy Code) of any kind, cause of action (including any claims or avoidance actions under Chapter 5 of the Bankruptcy Code), choses in action, impairment, or any other challenge of any kind under the Bankruptcy Code or applicable non-bankruptcy law.

(iii) *Prepetition First Lien Term Loan Credit Facility*. Pursuant to the First Lien Credit Agreement, certain lenders provided Term Loans (as defined in the First Lien Credit Agreement) (such lenders, the "First Lien Term Lenders" and collectively with the First Lien Agent (as agent for both the First Lien Term Lenders and prior to the Petition Date, the Revolving Lenders), the "First Lien Secured Parties") to the Borrower.

(iv) *Prepetition First Lien Term Loan Credit Facility Obligations*. As of the Petition Date, the First Lien Obligors were justly and lawfully indebted and liable to the First Lien Secured Parties, without defense, challenge, objection, claim, counterclaim, recoupment or offset of any kind, in the aggregate principal amount of not less than $364.7 million in respect of term loans made to the Borrower pursuant to, and in accordance with, the terms of the First Lien Loan Documents (collectively, together with accrued and unpaid interest, any fees, expenses and disbursements (including attorneys' fees, accountants' fees, auditor fees, appraisers' fees and financial advisors' fees and related expenses and disbursements), indemnification obligations, and other charges, amounts, costs and obligations of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the First Lien Obligors' obligations pursuant to the First Lien Loan Documents provided thereunder, the "Prepetition First Lien Obligations").

(v) *Prepetition First Lien Credit Facility Liens and Collateral*. As more fully set forth in the First Lien Loan Documents, prior to the Petition Date, the First Lien Obligors granted to the First Lien Agent, for the benefit of the First Lien Secured Parties, (a) a first priority security interest in and continuing lien on (the "Prepetition First Lien Credit Facility Liens") the "Collateral" as defined in the First Lien Credit Agreement (which, for the avoidance of doubt, includes certain Cash Collateral) (collectively, the

"Prepetition First Lien/Second Lien Collateral" and together with the Prepetition Third Lien Collateral (as defined below) the "Prepetition Collateral").[3]

(vi) *Validity of Prepetition First Lien Obligations*. The Prepetition First Lien Obligations constitute legal, valid, binding and non-avoidable obligations of the First Lien Obligors, enforceable in accordance with the terms of the First Lien Loan Documents. No offsets, recoupments, challenges, defenses, or counterclaims to the Prepetition First Lien Obligations exist. No portion of the Prepetition First Lien Obligations or any payments made to the First Lien Secured Parties or applied to or paid on account of the obligations owing under the First Lien Loan Documents prior to the Petition Date is subject, pursuant to the Bankruptcy Code or other applicable law, to any contest, avoidance, attack, disallowance, disgorgement, impairment, reduction, recharacterization, recovery, subordination (whether equitable, contractual or otherwise), attachment, offset, recoupment, counterclaim, cross-claim, defense, objection, "claim" (as defined in the Bankruptcy Code) of any kind, cause of action (including any claims or avoidance actions under Chapter 5 of the Bankruptcy Code), choses in action, impairment, or any other challenge of any kind. The First Lien Loan Documents are valid and enforceable by the First Lien Secured Parties and First Lien Agent, for the benefit of the First Lien Secured Parties against each of the First Lien Obligors party thereto. The Prepetition First Lien Obligations constitute allowed claims against the applicable First Lien Obligors' estates. No claim of or cause of action held by the Debtors or their estates exists against any of the First Lien Secured Parties or their agents (in such capacity), whether arising under applicable state or federal law (including, without limitation, any recharacterization, subordination, avoidance, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), or whether arising under or in connection with any of the First Lien Loan Documents (or the transactions contemplated thereunder), Prepetition First Lien Obligations, or Prepetition First Lien Credit Facility Liens, including without limitation, any right to assert any disgorgement or recovery.

(vii) *Validity, Perfection and Priority of Prepetition First Lien Credit Facility Liens*. The Prepetition First Lien Credit Facility Liens: (a) secure the Prepetition First Lien Obligations; (b) are valid, binding, non-avoidable, properly perfected, and enforceable liens on and security interests in the Prepetition Collateral; (c) were granted to, or for the benefit of, the First Lien Secured Parties for fair consideration and reasonably equivalent value; and (d) as of the Petition Date, were senior in priority over any and all other liens on the Prepetition Collateral, subject only to valid, properly perfected, and non-avoidable liens permitted under the Prepetition Debt Documents (as defined below), but only to the extent that such liens are permitted by the Prepetition Debt Documents (as defined below) to be senior to the Prepetition Liens (as defined below) (the "Permitted Liens" and each, a "Permitted Lien"). No portion of the Prepetition First Lien Credit Facility Liens are subject, pursuant to the Bankruptcy Code or other applicable law, to any contest, attack, avoidance, disallowance, disgorgement, impairment, reduction, recharacterization, recovery,

[3] For the avoidance of doubt, all Prepetition Third Lien Collateral is a part of the Prepetition First Lien/Second Lien Collateral, but the Prepetition First Lien/Second Lien Collateral includes other collateral that does not constitute Prepetition Third Lien Collateral.

subordination (whether equitable, contractual or otherwise), attachment, offset, recoupment, counterclaim, cross-claim, defense, objection, "claim" (as defined in the Bankruptcy Code) of any kind, cause of action (including any claims or avoidance actions under Chapter 5 of the Bankruptcy Code), choses in action, impairment, or any other challenge of any kind.

(viii) *Prepetition Second Lien Credit Facility*. Pursuant to that certain Second Lien Credit Agreement, dated as of May 19, 2023, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the commencement of these Chapter 11 Cases, the "Second Lien Credit Agreement" and, together with all related agreements and documents executed by any of the Debtors in connection with the Second Lien Credit Agreement, each as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, collectively, the "Second Lien Loan Documents"), among (a) the Borrower, (b) guarantors under the Second Lien Loan Documents (the "Second Lien Guarantors" and, together with the Borrower, the "Second Lien Obligors"), (c) Wilmington Savings Fund Society, FSB, as administrative and collateral agent (the "Second Lien Agent"), and (d) the lenders party thereto, certain lenders provided Term Loans (as defined in the Second Lien Credit Agreement) (such lenders, the "Second Lien Lenders" and together with the Second Lien Agent, the "Second Lien Secured Parties") to the Borrower.

(ix) *Prepetition Second Lien Credit Facility Obligations*. As of the Petition Date, the Second Lien Obligors were justly and lawfully indebted and liable to the Second Lien Secured Parties, without defense, counterclaim, recoupment or offset of any kind, in the aggregate principal amount of not less than $275 million in respect of loans made to the Borrower pursuant to, and in accordance with, the terms of the Second Lien Loan Documents (collectively, together with accrued and unpaid interest, any fees, expenses and disbursements (including attorneys' fees, accountants' fees, auditor fees, appraisers' fees and financial advisors' fees and related expenses and disbursements), indemnification obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Second Lien Obligors' obligations pursuant to the Second Lien Loan Documents, the "Prepetition Second Lien Obligations").

(x) *Prepetition Second Lien Credit Facility Liens and Collateral*. As more fully set forth in the Second Lien Loan Documents, prior to the Petition Date, the Second Lien Obligors granted to the Second Lien Agent, for the benefit of itself and the Second Lien Lenders, a second priority security interest in and continuing lien on the Prepetition First Lien/Second Lien Collateral (the "Prepetition Second Lien Credit Facility Liens").

(xi) *Validity of Prepetition Second Lien Obligations*. The Prepetition Second Lien Obligations constitute legal, valid, binding and non-avoidable obligations of the Second Lien Obligors, enforceable in accordance with the terms of the Second Lien Loan Documents. No offsets, recoupments, challenges, defenses, or counterclaims to the Prepetition Second Lien Obligations exist. No portion of the Prepetition Second Lien Obligations or any payments made to the Second Lien Secured Parties or applied to or paid on account of the obligations owing under the Second Lien Loan Documents prior to the

Petition Date is subject, pursuant to the Bankruptcy Code or other applicable law, to any contest, attack, avoidance, disallowance, disgorgement, impairment, reduction, recharacterization, recovery, subordination (whether equitable, contractual or otherwise), attachment, offset, recoupment, counterclaim, cross-claim, defense, objection, "claim" (as defined in the Bankruptcy Code) of any kind, cause of action (including any claims or avoidance actions under Chapter 5 of the Bankruptcy Code), choses in action, impairment, or any other challenge of any kind. The Second Lien Loan Documents are valid and enforceable by the Second Lien Secured Parties and Second Lien Agent, for the benefit of the Second Lien Secured Parties against each of the Second Lien Obligors party thereto. The Prepetition Second Lien Obligations constitute allowed claims against the applicable Second Lien Obligors' estates. No claim of or cause of action held by the Debtors or their estates exists against any of the Second Lien Secured Parties or their agents (in such capacity), whether arising under applicable state or federal law (including, without limitation, any recharacterization, subordination, avoidance, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), or whether arising under or in connection with any of the Second Lien Loan Documents (or the transactions contemplated thereunder), Prepetition Second Lien Obligations, or Prepetition Second Lien Credit Facility Liens, including without limitation, any right to assert any disgorgement or recovery.

(xii) *Validity, Perfection and Priority of Prepetition Second Lien Credit Facility Liens*. The Prepetition Second Lien Credit Facility Liens: (a) secure the Prepetition Second Lien Obligations; (b) are valid, binding, non-avoidable, properly perfected, and enforceable liens on and security interests in the Prepetition Collateral; (c) were granted to, or for the benefit of, the Second Lien Secured Parties for fair consideration and reasonably equivalent value; and (d) as of the Petition Date, were junior and subordinate only to the Prepetition First Lien Credit Facility Liens and the Permitted Liens and senior in priority over any and all other liens on the Prepetition Collateral. No portion of the Prepetition Second Lien Credit Facility Liens are subject, pursuant to the Bankruptcy Code or other applicable law, to any contest, attack, avoidance, disallowance, disgorgement, impairment, reduction, recharacterization, recovery, subordination (whether equitable, contractual or otherwise), attachment, offset, recoupment, counterclaim, cross-claim, defense, objection, "claim" (as defined in the Bankruptcy Code) of any kind, cause of action (including any claims or avoidance actions under Chapter 5 of the Bankruptcy Code), choses in action, impairment, or any other challenge of any kind.

(xiii) *Prepetition Third Lien Credit Facility*. Pursuant to that certain First Lien Credit Agreement, dated as of October 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the commencement of these Chapter 11 Cases, the "Third Lien Credit Agreement" and, together with all related agreements and documents executed by any of the Debtors in connection with the Third Lien Credit Agreement, collectively, the "Third Lien Loan Documents" and, collectively with the First Lien Loan Documents and Second Lien Loan Documents, the "Prepetition Debt Documents"), among (a) the Borrower, (b) guarantors under the Third Lien Loan Documents (the "Third Lien Guarantors" and, together with the Borrower, the "Third Lien Obligors" and, collectively with the First Lien Obligors and the Second Lien Obligors, the "Prepetition Obligors"), (c) Ankura Trust Company, LLC, as

administrative and collateral agent (the "Third Lien Agent" and, collectively with the First Lien Agent and the Second Lien Agent, the "Prepetition Agents"), and (d) the lenders party thereto, certain lenders provided Term Loans (as defined in the Third Lien Credit Agreement) (such lenders, the "Third Lien Lenders" and together with the Third Lien Agent, the "Third Lien Secured Parties" and, collectively with the First Lien Secured Parties and the Second Lien Secured Parties, the "Prepetition Secured Parties") to the Borrower.

(xiv) *Prepetition Third Lien Credit Facility Obligations*. As of the Petition Date, the Third Lien Obligors were justly and lawfully indebted and liable to the Third Lien Secured Parties, without defense, counterclaim, recoupment or offset of any kind, in the aggregate principal amount of not less than $27 million in respect of loans made to the Borrower pursuant to, and in accordance with, the terms of the Third Lien Loan Documents (collectively, together with accrued and unpaid interest, any fees, expenses and disbursements (including attorneys' fees, accountants' fees, auditor fees, appraisers' fees and financial advisors' fees and related expenses and disbursements), indemnification obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Third Lien Obligors' obligations pursuant to the Third Lien Loan Documents, the "Prepetition Third Lien Obligations" and, collectively with the Prepetition First Lien Obligations and the Prepetition Second Lien Obligations, the "Prepetition Obligations").

(xv) *Prepetition Third Lien Credit Facility Liens and Collateral*. As more fully set forth in the Third Lien Loan Documents, prior to the Petition Date, the Third Lien Obligors granted to the Third Lien Agent, for the benefit of itself and the Third Lien Lenders, a third priority security interest in and continuing lien (the "Prepetition Third Lien Credit Facility Liens" and, collectively with the Prepetition First Lien Credit Facility Liens and the Prepetition Second Lien Credit Facility Liens, the "Prepetition Liens") on the "Collateral" as defined in the Third Lien Credit Agreement (the "Prepetition Third Lien Collateral").

(xvi) *Validity of Prepetition Third Lien Obligations*. The Prepetition Third Lien Obligations constitute legal, valid, binding and non-avoidable obligations of the Third Lien Obligors, enforceable in accordance with the terms of the Third Lien Loan Documents. No offsets, recoupments, challenges defenses, or counterclaims to the Prepetition Third Lien Obligations exist. No portion of the Prepetition Third Lien Obligations or any payments made to the Third Lien Secured Parties or applied to or paid on account of the obligations owing under the Third Lien Loan Documents prior to the Petition Date is subject, pursuant to the Bankruptcy Code or other applicable law, to any contest, attack, avoidance, disallowance, disgorgement, impairment, reduction, recharacterization, recovery, subordination (whether equitable, contractual or otherwise), attachment, offset, recoupment, counterclaim, cross-claim, defense, objection, "claim" (as defined in the Bankruptcy Code) of any kind, cause of action (including any claims or avoidance actions under Chapter 5 of the Bankruptcy Code), choses in action, impairment, or any other challenge of any kind. The Third Lien Loan Documents are valid and enforceable by the Third Lien Secured Parties and Third Lien Agent, for the benefit of the Third Lien Secured Parties against each of the Third Lien Obligors party thereto. The Prepetition Third Lien

Obligations constitute allowed claims against the applicable Third Lien Obligors' estates. No claim of or cause of action held by the Debtors or their estates exists against any of the Third Lien Secured Parties or their agents (in such capacity), whether arising under applicable state or federal law (including, without limitation, any recharacterization, subordination, avoidance, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), or whether arising under or in connection with any of the Third Lien Loan Documents (or the transactions contemplated thereunder), Prepetition Third Lien Obligations, or Prepetition Third Lien Credit Facility Liens, including without limitation, any right to assert any disgorgement or recovery.

(xvii) *Validity, Perfection and Priority of Prepetition Third Lien Credit Facility Liens*. The Prepetition Third Lien Credit Facility Liens, subject in all respects to section 506(a)(1) of the Bankruptcy Code: (a) secure the Prepetition Third Lien Obligations; (b) are valid, binding, non-avoidable, properly perfected, and enforceable liens on and security interests in the Prepetition Third Lien Collateral; (c) were granted to, or for the benefit of, the Third Lien Secured Parties for fair consideration and reasonably equivalent value; and (d) as of the Petition Date, were junior and subordinate only to the Prepetition First Lien Credit Facility Liens, the Prepetition Second Lien Credit Facility Liens and the Permitted Liens and senior in priority over any and all other liens on the Prepetition Third Lien Collateral. No portion of the Prepetition Third Lien Credit Facility Liens are subject, pursuant to the Bankruptcy Code or other applicable law, to any contest, attack, avoidance, disallowance, disgorgement, impairment, reduction, recharacterization, recovery, subordination (whether equitable, contractual or otherwise), attachment, offset, recoupment, counterclaim, cross-claim, defense, objection, "claim" (as defined in the Bankruptcy Code) of any kind, cause of action (including any claims or avoidance actions under Chapter 5 of the Bankruptcy Code), impairment, or any other challenge of any kind.]

(xviii) *Intercreditor Agreements.* Except as otherwise expressly modified herein, that certain First Lien/Second Lien/Third Lien Intercreditor Agreement, dated as of May 19, 2023 (as amended, restated, supplemented or otherwise modified from time to time prior to the commencement of these Chapter 11 Cases and with all supplements and exhibits thereto, the "Intercreditor Agreement") among the Prepetition Agents and the Prepetition Obligors party thereto governs the respective rights, interests, obligations, priority, and positions of the Prepetition Secured Parties with respect to the Prepetition Collateral and is binding and enforceable in accordance with its terms. Pursuant to section 510 of the Bankruptcy Code, but subject to the terms of this Interim Order, the Intercreditor Agreement and any other applicable intercreditor or subordination provisions contained in any of the Prepetition Debt Documents (i) shall remain in full force and effect and (ii) shall continue to govern the relative priorities, rights and remedies of the Prepetition Secured Parties with respect to the Prepetition Collateral and Adequate Protection Collateral.

(xix) *No Claims or Causes of Action*. No claim of or cause of action held by the Debtors or their estates exists against, or with respect to, any of the Prepetition Secured Parties or their Prepetition Agents or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees, whether arising under applicable state or federal law (including, without limitation, any recharacterization, subordination, avoidance, or other claims arising under or pursuant to sections 105, 510, or 542 through

553 of the Bankruptcy Code or applicable state law equivalents), or whether arising under or in connection with any of the Prepetition Debt Documents (or the transactions contemplated thereunder), Prepetition Obligations, or Prepetition Liens, including without limitation, any right to assert any disgorgement or recovery. Each of the Debtors and their estates irrevocably waives, for itself and its subsidiaries and affiliates, any right to challenge or contest in any way the perfection, validity, priority or enforceability of the Prepetition Liens or the validity or enforceability of the Prepetition Obligations and the Prepetition Debt Documents.

H. *Findings Regarding the Use of Cash Collateral*.

(i) Good and sufficient cause has been shown for the entry of this Interim Order.

(ii) The Debtors have an immediate and critical need to continue to use the Prepetition Collateral (including the Cash Collateral), on an interim basis, in order to permit, among other things, the consummation of the plan contemplated by that certain Amended and Restated Restructuring Support Agreement, dated as of July 15, 2025 (as may be amended, modified, or supplemented from time to time, in accordance with its terms, the "RSA") among the Debtors party thereto and the Consenting Stakeholders (as defined in the RSA), the orderly continuation of the operation of their businesses, to maintain business relationships with contract counterparties, vendors, suppliers and customers, to make payroll, to make capital expenditures, to satisfy other working capital and operational needs, and fund expenses of these Chapter 11 Cases for the benefit of the estates and the Debtors' creditors and stakeholders. The access of the Debtors to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition Collateral is necessary and vital to the preservation and maintenance of the going concern value of the Debtors and to a successful reorganization. Absent the Debtors' ability to use Cash Collateral and the other Prepetition Collateral, the continued operation of the Debtors' businesses would not be possible, and immediate and irreparable harm to the Debtors and their estates would be inevitable.

(iii) The Debtors continue to collect cash, rents, income, offspring, products, proceeds, and profits generated from the Prepetition Collateral and acquire inventory, all of which constitute Prepetition Collateral under the Prepetition Debt Documents (as applicable). The property described in the preceding sentence as it relates to the Prepetition Collateral constitutes Prepetition Collateral that is subject to the Prepetition Secured Parties' valid and perfected security interests (subject to paragraph 21 of this Interim Order).

(iv) The Debtors desire to use a portion of such cash, rents, income, offspring, products, proceeds and profits in their business operations that constitute Cash Collateral of the Prepetition Agents under section 363(a) of the Bankruptcy Code. Certain prepetition rents, income, offspring, products, proceeds, and profits, in existence as of the Petition Date including balances of funds in the Prepetition Obligors' prepetition and postpetition operating bank accounts, also constitute Cash Collateral. The property described in the two preceding sentences as it relates to the Prepetition Collateral constitutes Cash Collateral of the Prepetition Secured Parties.

(v) The Prepetition Agents on behalf of the Prepetition Secured Parties have consented, or pursuant to the Intercreditor Agreement, are deemed to have consented, to the Debtors' use of the Cash Collateral exclusively on and subject to the terms and conditions set forth herein and for the limited duration of such use provided for herein.

(vi) Based on the Motion, the First Day Declaration, and the record presented to the Court at the Interim Hearing, the terms of the Adequate Protection Obligations (as defined below) and the terms on which the Prepetition Obligors may continue to use the Prepetition Collateral (including the Cash Collateral) pursuant to this Interim Order are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

(vii) To the extent such consent is required, the Prepetition Secured Parties have consented or are deemed under the applicable Prepetition Debt Documents and/or the Intercreditor Agreement to have consented to the Debtors' use of Cash Collateral and the other Prepetition Collateral on the terms set forth herein.

(viii) None of the Prepetition Secured Parties control the Debtors or their properties or operations, have authority to determine the manner in which any Debtor's operations are conducted or are control persons or insiders of the Debtors by virtue of any of the actions taken with respect to, in connection with, related to or arising from the Prepetition Debt Documents or this Interim Order (including by permitting the Debtors to use the Prepetition Collateral (including the Cash Collateral) or in taking any other actions permitted by this Interim Order), and none of the Prepetition Secured Parties (a) has liability to any third party or shall be deemed to be in control of the operation of any of the Debtors or to be acting as a "controlling person," "responsible person," or "owner or operator" with respect to the operation or management of any of the Debtors (as such term, or any similar terms, is used in the Internal Revenue Code, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any other federal or state statute) or (b) owes any fiduciary duty to any of the Debtors, their creditors or their estates, or shall constitute or be deemed to constitute a joint venture or partnership with any of the Debtors.

(ix) The Prepetition Secured Parties and the Debtors acted in good faith in negotiating at arm's length the terms of the Adequate Protection Obligations (as defined below), the Adequate Protection Liens (as defined below), and the Debtors' continued use of the Prepetition Collateral (including the Cash Collateral) to fund the administration of the Debtors' estates and permit the continued operation of their businesses (including the incurrence, granting and payment of the Adequate Protection Obligations and the granting of Adequate Protection

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

(x) The Prepetition Secured Parties are entitled to the adequate protection provided in this Interim Order as and to the extent set forth herein pursuant to sections 361, 362, and 363 of the Bankruptcy Code. Based on the Motion and on the record presented to the Court, the terms of the proposed adequate protection provided to the Prepetition Secured Parties in this Interim Order for any diminution in the value of the Prepetition Secured Parties' interests in property of the Debtors' estates (including the Prepetition Collateral) from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, the imposition of the Automatic Stay pursuant to section 362(a) of the Bankruptcy Code, is consistent with and authorized by the Bankruptcy Code and is offered by the Debtors to protect such parties' interests in the Prepetition Collateral in accordance with sections 361, 362, and 363 of the Bankruptcy Code. The adequate protection provided herein and other benefits and privileges contained herein are necessary in order to (a) protect the Prepetition Secured Parties from the diminution of their respective interests in the Prepetition Collateral and (b) obtain the foregoing consents and agreements.

(xi) Nothing in this Interim Order shall (a) be construed as the affirmative consent by any of the Prepetition Secured Parties for the use of the Prepetition Collateral (including the Cash Collateral) other than on the terms set forth in this Interim Order, (b) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Prepetition Collateral (including the Cash Collateral) (whether senior or junior) or (c) prejudice,

limit or otherwise impair the rights of any of the Prepetition Secured Parties to seek new, different or additional adequate protection or assert the interests of any of the Prepetition Secured Parties.

(xii) Subject to the Carve Out, (a) each of the Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and (b) the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties with respect to proceeds, product, offspring, or profits with respect to any of the Prepetition Collateral (including the Cash Collateral) or the Adequate Protection Collateral ; *provided* that the foregoing shall be without prejudice to the terms of the Final Order with respect to the period from and after entry of the Final Order.

(xiii) The terms of the Debtors' use of Cash Collateral set forth herein are fair and reasonable, and reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties.

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

(xv) The liens, claims and other covenants and payments as set forth in this Interim Order, as well as the protections afforded parties acting in "good faith" under section 363(m) of the Bankruptcy Code are integral, critical and essential components of the Adequate Protection provided to the Prepetition Secured Parties for the Debtors' use of the Prepetition Collateral (including Cash Collateral).

(xvi) The Debtors have prepared and delivered to the Consenting Lenders and the Ad Hoc Group Advisors (each as defined below) an initial budget, in form and substance

acceptable to the Required Consenting Lenders (as defined in the Plan as defined in the RSA) (the "Initial Budget"), a copy of which is attached to this Interim Order as Schedule 1. The Initial Budget has been reviewed by the Debtors' management and their advisors. The Debtors, their management, and their advisors believe that the Initial Budget, including the estimate of administrative expenses due or accruing during the period covered thereby was based on reasonable assumptions. The Initial Budget sets forth in form, scope and detail reasonably satisfactory to the Required Consenting Lenders, among other things, the Debtors' actual and budgeted receipts, actual and budgeted operating disbursements, actual and budgeted non-operating disbursements (including capital expenditures, debt service and professionals fees and other relevant disbursements) and net cash flow for each calendar week during the period from the Petition Date through and including the end of the thirteenth (13th) calendar week following the Petition Date. The Initial Budget is reasonable under the facts and circumstances.

I. *Permitted Liens; Continuation of Prepetition Liens*. Nothing herein shall constitute a finding or ruling by this Court that any alleged Permitted Lien is valid, senior, enforceable, prior, perfected or non-avoidable. Moreover, nothing herein shall prejudice the rights of any party-in-interest, including, but not limited to the Debtors, the Prepetition Secured Parties, and the Committee (if any), in each case to the extent such party has standing to challenge the validity, priority, enforceability, seniority, avoidability, perfection or extent of any alleged Permitted Lien and/or security interests.

J. *Immediate Entry*. The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and the Local Rules. Absent granting the relief set forth in this Interim Order, the Debtors' estates will be immediately and irreparably harmed. The

Motion and this Interim Order comply with the requirements of Local Rule 4001-1(b). Sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2).

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

IT IS HEREBY ORDERED THAT:

1. *Motion Granted*. The relief requested in the Motion is granted on an interim basis in accordance with the terms and conditions of this Interim Order. Any objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived, resolved, or settled, and all reservations of rights included therein, are hereby denied and overruled on the merits.

2. *Carve Out*.

(a) Carve Out. As used in this Interim Order, the "Carve Out" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate, if any, (without regard to the notice set forth in (iii) below); (ii) all reasonable and documented fees and expenses up to $100,000 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, final order or otherwise, all unpaid fees and expenses (the "Allowed Professional Fees") incurred by persons or firms retained by the Debtors pursuant to sections 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals") and the 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") at any time before or on the first business day following delivery by the Required Consenting Lenders (as defined in the RSA, provided that, if the RSA is terminated, Required Consenting Lenders for purposes of this Interim Order shall thereafter mean the "Required Consenting Lenders" under the RSA at the time of such termination) or the First Lien Agent (acting at the direction of the First Lien Secured Parties holding a majority in aggregate principal amount of the Prepetition First Lien Obligations (the "Required First Lien Lenders")) 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

$4,000,000 incurred after the first business day following delivery by the Required Consenting Lenders or the First Lien Agent (acting at the direction of the Required First Lien Lenders) 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 Required Consenting Lenders or the First Lien Agent (acting at the direction of the Required First Lien Lenders) to the Debtors, their lead restructuring counsel, the U.S. Trustee, counsel to the Committee (if any), and any chapter 11 trustee, chapter 7 trustee or examiner appointed in these Chapter 11 Cases (collectively, the "Carve Out Notice Parties"), which notice may be delivered by the Required Consenting Lenders or the First Lien Agent (acting at the direction of the Required First Lien Lenders) following the occurrence of a Termination Event, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) Carve Out Reserves. On the day on which a Carve Out Trigger Notice is given by the Required Consenting Lenders or the First Lien Agent (acting at the direction of the Required First Lien Lenders) to the Carve Out Notice Parties (the "Termination Declaration Date"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees. The Debtors shall deposit and hold such amounts in a segregated account not subject to the control of the Prepetition Secured Parties in trust to pay such then unpaid Allowed Professional Fees (the "Pre-Carve Out Trigger Notice Reserve") prior to any and all other claims. On the Termination Declaration Date, after funding the Pre-Carve Out Trigger Notice Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor to fund a segregated account not subject to the control of the Prepetition Secured Parties in an amount equal to 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. 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 above (the "Pre-Carve Out Amounts"), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the Prepetition Agents for the benefit of the Prepetition Secured Parties in accordance with their rights and priorities as of the Petition Date and set forth herein, unless the Prepetition Obligations have been indefeasibly paid in full, in cash, in which case any such excess shall be returned to the Debtors. All funds in the Post-Carve Out Trigger Notice Reserve 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"), and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the Prepetition Agents for the benefit of the Prepetition Secured Parties in accordance with their rights and

priorities as of the Petition Date and set forth herein, unless the Prepetition Obligations have been indefeasibly paid in full, in cash, in which case any such excess shall be returned to the Debtors. Notwithstanding anything to the contrary in the Prepetition Debt Documents or this Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 2, 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, up to the applicable amount set forth in this paragraph 2, prior to making any payments to the Prepetition Agents (for the benefit of the Prepetition Secured Parties) or any of the Debtors' creditors, as applicable. Notwithstanding anything to the contrary in the Prepetition Debt Documents or this Interim Order, following delivery of a Carve Out Trigger Notice, the Prepetition 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, after full satisfaction of the Pre-Carve Out Amounts and the Post-Carve Out Amounts, with any excess paid to the Prepetition Agents (as applicable) for application in accordance with the Prepetition Debt Documents. Further, notwithstanding anything to the contrary in this Interim Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute Prepetition Obligations or increase or reduce the Prepetition Obligations, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the Initial Budget, 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 Interim Order or in any Prepetition Debt Document, the Carve Out shall be senior to all liens and claims securing the Prepetition Collateral, the Adequate Protection Liens, and the Prepetition Secured Parties 507(b) Claims, and any and all other forms of adequate protection, liens, or claims securing the Prepetition Obligations.

(c) Payment of Allowed Professional Fees Prior to the Termination Declaration Date. So long as the Carve Out Trigger Notice has not been delivered, the Debtors shall be permitted to pay Allowed Professional Fees as the same may become due and payable, including on an interim basis, in accordance with any applicable orders of the Court. 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.

(d) No Direct Obligation to Pay Allowed Professional Fees. Notwithstanding anything herein to the contrary, none of 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 these Chapter 11 Cases or any Successor Cases (as defined below) under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate 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.

(e) Payment of Carve Out on or After the Termination Declaration Date. 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.

3. *Use of Cash Collateral*. The Debtors are hereby authorized, subject to the terms and conditions of this Interim Order (including compliance with the Budget (as defined below)) during the period from the Petition Date through and including the Termination Date (as defined below), to immediately use the Cash Collateral for (a) working capital, general corporate purposes, and administrative costs and expenses of the Debtors incurred in these Chapter 11 Cases, including first-day related relief, subject to the terms hereof and (b) the payment of fees and expenses, including adequate protection payments, as provided herein; *provided* that (x) the Prepetition Secured Parties are granted the adequate protection as hereinafter set forth and (y) except on the terms and conditions of this Interim Order, the Debtors shall be prohibited from using the Cash Collateral absent further order of the Court.

4. *Adequate Protection of First Lien Secured Parties*. The First Lien Secured Parties are entitled, pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral (including Cash Collateral) pursuant to the First Lien Loan Documents, to the extent of the diminution in the value of the First Lien Secured Parties' respective interests in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date, including, without limitation, any such diminution resulting from the sale, lease or use by the Debtors of the Prepetition Collateral (including Cash Collateral), the subordination of the Prepetition Liens to the Carve Out on the terms set forth herein and in the Final Order, and the imposition of the Automatic Stay pursuant to section 362 of the Bankruptcy Code (the "First

Lien Secured Parties Adequate Protection Claims"). In consideration of the foregoing, the First Lien Agent, for the benefit of the First Lien Secured Parties, is hereby granted the following as Adequate Protection on account of the First Lien Secured Parties Adequate Protection Claims, and as an inducement to the Prepetition Secured Parties to consent and use of the Prepetition Collateral (including Cash Collateral) (collectively, the "First Lien Secured Parties Adequate Protection Obligations"):

(a) *First Lien Secured Parties Adequate Protection Liens*. The First Lien Agent, for itself and for the benefit of the other First Lien Secured Parties, is hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements, control agreements or other agreements), in the amount of the First Lien Secured Parties Adequate Protection Claims, a valid and perfected replacement security interest in and lien upon all of the following (all property identified in clauses (i), (ii), (iii), and (iv) below being collectively referred to as the "First Lien Secured Parties Adequate Protection Collateral"), subject only to the Carve Out (all such liens and security interests, the "First Lien Secured Parties Adequate Protection Liens"):

(i) *First Priority Liens on Unencumbered Property*: Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first-priority senior security interest in and lien upon all tangible and intangible prepetition and postpetition property of the Debtors, whether real or personal, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date, is not subject to (a) a valid, perfected and non-avoidable lien or (b) valid and non-avoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, including, without limitation, any and all unencumbered cash of the Debtors (whether maintained with any of the Prepetition Agents or otherwise) and any investment of such cash, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts,

properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, chattel paper, interests in leaseholds, real properties, real property leaseholds, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, capital stock or other equity interests of subsidiaries, wherever located, intercompany loans and notes, servicing rights, swap and hedge proceeds and termination payments, claims and causes of action, tort claims and the proceeds, products, rents and profits, whether arising under section 552(b) of the Bankruptcy Code or otherwise, of all the foregoing, in each case other than claims and causes of action under sections 502(d), 544, 545, 547, 548, and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code or applicable state-law equivalents ("Avoidance Actions"), but including, subject to entry of the Final Order, any proceeds or property recovered, unencumbered or otherwise, from Avoidance Actions, whether by judgment, settlement or otherwise (the "Unencumbered Property"), which lien and security interest shall rank senior to the Second Lien Secured Parties Adequate Protection Liens and the Third Lien Secured Parties Adequate Protection Liens on Unencumbered Property.

(ii) *Liens Junior to Certain Other Liens.* Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected security interest in and lien upon all tangible and intangible pre- and postpetition property of each Debtor, whether real or personal, and the proceeds, products, rents and profits thereof, whether arising under section 552(b) of the Bankruptcy Code or otherwise, that is subject to either (a) valid, perfected and non-avoidable liens (other than the Prepetition Liens) in existence immediately prior to the Petition Date or (b) valid and non-avoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code (any such liens described in the foregoing clauses (a) and (b), the "Other Senior Liens"), which security interest and lien shall be junior and subordinate to any Other Senior Liens on such property, and which security interest and lien shall rank senior to the Second Lien Secured Parties Adequate Protection Liens and the Third Lien Secured Parties Adequate Protection Liens with respect to such collateral.

(iii) *Liens Senior to Certain Existing Liens*. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected non-avoidable priming lien on, and security interest in, the Prepetition Collateral, and all products, proceeds, rents and profits thereof, whether arising from section 552(b) of the Bankruptcy Code or otherwise; *provided* that the First Lien Secured Parties Adequate Protection Liens set forth in this paragraph (iii) shall be (a) junior to Other Senior Liens on such property that are Permitted

Liens, (b) senior to the Prepetition Liens with respect to such collateral, (c) and senior to the Second Lien Secured Parties Adequate Protection Liens and the Third Lien Secured Parties Adequate Protection Liens with respect to such collateral.

(iv) *Status of Adequate Protection Liens.* Subject to the Carve Out and except as otherwise provided herein, the First Lien Secured Parties Adequate Protection Liens shall be senior to and not be (i) subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code, (B) unless otherwise provided for in this Interim Order, any liens or security interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the Debtors, or (C) any intercompany or affiliate liens of the Debtors or security interests of the Debtors, or (ii) subordinated to or made *pari passu* with any other lien or security interest under section 363 or 364 of the Bankruptcy Code granted after the date hereof.

(b) *First Lien Secured Parties Section 507(b) Claim*. The First Lien Agent, for itself and for the benefit of the other First Lien Secured Parties, is hereby granted, subject to the Carve Out, an allowed superpriority administrative expense claim as provided for in section 507(b) of the Bankruptcy Code in the amount of the First Lien Secured Parties Adequate Protection Claims with, except as set forth in this Interim Order, priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the "First Lien Secured Parties 507(b) Claim"), which administrative claim shall have recourse to and be payable from all prepetition and postpetition property of the Debtors. The First Secured Parties 507(b) Claim shall be subject and subordinate only to the Carve Out, and shall rank senior to the Second Lien Secured Parties 507(b) Claims (as defined below) and the Third Lien Secured Parties 507(b) Claims (as defined below).

(c) *First Lien Secured Parties Cash Interest Payments*. The First Lien Secured Parties shall receive current payment in cash, as and when due under the First Lien Loan

Documents, of all interest at the non-default rate in respect of the principal amount of outstanding Prepetition First Lien Obligations.

(d) *Reporting.* The Debtors shall comply with all reporting requirements and honor all inspection rights set forth in the First Lien Loan Documents and shall provide to the Ad Hoc Group (as defined in the RSA) and the Ad Hoc Group Advisors (as defined in the RSA), such other business or financial information that is reasonably requested by the Ad Hoc Group (as defined in the RSA) or Ad Hoc Group Advisors (as defined in the RSA). In addition to, and without limiting the foregoing, the Debtors shall also provide the following to the Ad Hoc Group Advisors (as defined in the RSA) ("Additional Reporting"): commencing on the first Thursday of the first full calendar week after the Petition Date and every Thursday thereafter (or more frequently if reasonably practicable and relevant or as otherwise agreed with the Ad Hoc Group Advisors), (i) updates with respect to the Debtors' operations and ongoing marketing and sale process, (ii) distributor gross volume analysis for the immediately preceding week, and (iii) reasonable access to the Debtors' advisors concerning case updates and stakeholder negotiations.

(e) *Milestones*. The First Lien Secured Parties are hereby entitled to performance of the Milestones (as defined in the RSA), in each case as may be waived, amended, modified or extended from time to time in accordance with the RSA.

5. *Adequate Protection of Second Lien Secured Parties*. The Second Lien Secured Parties are entitled, pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral (including Cash Collateral) pursuant to the Second Lien Loan Documents, to the extent of the diminution in the value of the Second Lien Secured Parties' respective interests in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date, including, without limitation, any such diminution

resulting from the sale, lease or use by the Debtors of the Prepetition Collateral (including Cash Collateral), the subordination of the Prepetition Liens to the Carve Out on the terms set forth herein and in the Final Order, and the imposition of the Automatic Stay pursuant to section 362 of the Bankruptcy Code (the "Second Lien Secured Parties Adequate Protection Claims"). In consideration of the foregoing, the Second Lien Agent, for the benefit of the Second Lien Secured Parties, is hereby granted the following (collectively, the "Second Lien Secured Parties Adequate Protection Obligations"):

(a) *Second Lien Secured Parties Adequate Protection Liens*. The Second Lien Agent, for itself and for the benefit of the other Second Lien Secured Parties, is hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements, control agreements or other agreements), in the amount of the Second Lien Secured Parties Adequate Protection Claims, a valid and perfected replacement security interest in and lien upon all of the following (all property identified in clauses (i), (ii), (iii), and (iv) below being collectively referred to as the "Second Lien Secured Parties Adequate Protection Collateral"), subject only to the Carve Out (all such liens and security interests, the "Second Lien Secured Parties Adequate Protection Liens"):

(i) *Second Priority Liens on Unencumbered Property*: Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected second-priority senior security interest in and lien upon all Unencumbered Property, which lien and security interest shall rank junior and subordinate to the First Lien Secured Parties Adequate Protection Liens and senior to the other Third Lien Secured Parties Adequate Protection Liens on Unencumbered Property.

(ii) *Liens Junior to Certain Other Liens*. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected security interest in and lien upon all tangible and intangible pre- and postpetition property of each Debtor, whether

real or personal, and the proceeds, products, rents and profits thereof, whether arising under section 552(b) of the Bankruptcy Code or otherwise, that is subject to any Other Senior Liens, which security interest and lien shall be junior and subordinate to (a) any Other Senior Liens on such property and (b) the First Lien Secured Parties Adequate Protection Liens, and which security interest and lien shall rank senior to the Third Lien Secured Parties Adequate Protection Liens with respect to such collateral.

(iii) *Liens Senior to Certain Existing Liens*. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected non-avoidable priming lien on, and security interest in, the Prepetition Collateral, and all products, proceeds, rents and profits thereof, whether arising from section 552(b) of the Bankruptcy Code or otherwise; *provided* that the Second Lien Secured Parties Adequate Protection Liens set forth in this paragraph (iii) shall be, with respect to such collateral, (a) junior to (i) Other Senior Liens on such property that are Permitted Liens, (ii) the First Lien Secured Parties Adequate Protection Liens, and (iii) the Prepetition First Lien Credit Facility Liens, and (b) senior to (i) the Prepetition Second Lien Credit Facility Liens, (ii) the Third Lien Secured Parties Adequate Protection Liens, and (iii) the Prepetition Third Lien Credit Facility Liens.

(iv) *Status of Adequate Protection Liens.* Subject to the Carve Out, the First Lien Secured Parties Adequate Protection Liens and the Prepetition First Lien Credit Facility Liens and except as otherwise provided herein, the Second Lien Secured Parties Adequate Protection Liens shall not be (i) subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code, (B) unless otherwise provided for in this Interim Order, any liens or security interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the Debtors, or (C) any intercompany or affiliate liens of the Debtors or security interests of the Debtors, or (ii) subordinated to or made *pari passu* with any other lien or security interest under section 363 or 364 of the Bankruptcy Code granted after the date hereof.

(b) *Second Lien Secured Parties Section 507(b) Claim*. The Second Lien Agent, for itself and for the benefit of the other Second Lien Secured Parties, is hereby granted, subject to the Carve Out, an allowed superpriority administrative expense claim as provided for in

section 507(b) of the Bankruptcy Code in the amount of the Second Lien Secured Parties Adequate Protection Claims with, except as set forth in this Interim Order, priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the "Second Lien Secured Parties 507(b) Claim"), which administrative claim shall have recourse to and be payable from all prepetition and postpetition property of the Debtors. The Second Lien Secured Parties 507(b) Claim shall be subject and subordinate only to the Carve Out and the First Lien Secured Parties 507(b) Claims, and shall rank senior to the Third Lien Secured Parties 507(b) Claims.

(c) *Reporting.* The Debtors shall comply with all reporting requirements and honor all inspection rights set forth in the Second Lien Loan Documents and shall provide to the Ad Hoc Group (as defined in the RSA) and the Ad Hoc Group Advisors (as defined in the RSA), such other business or financial information that is reasonably requested by the Ad Hoc Group (as defined in the RSA) or Ad Hoc Group Advisors (as defined in the RSA). The Debtors shall also provide the Additional Reporting to the Ad Hoc Group Advisors (as defined in the RSA).

(d) *Milestones*. The Second Lien Secured Parties are hereby entitled to performance of the Milestones, in each case as may be waived, amended, modified or extended from time to time in accordance with the RSA.

6. *Adequate Protection of Third Lien Secured Parties*. The Third Lien Secured Parties are entitled, pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Third Lien Collateral solely to the extent of the diminution, if any, in the value of the Third Lien Secured Parties' respective interests in the Prepetition Third Lien Collateral from and after the Petition Date, including the imposition of the Automatic Stay pursuant to section 362 of the Bankruptcy Code (the "Third Lien Secured Parties

Adequate Protection Claims" and, collectively with the First Lien Secured Parties Adequate Protection Claims and the Second Lien Secured Parties Adequate Protection Claims, the "Adequate Protection Claims"). In consideration of the foregoing, the Third Lien Agent, for the benefit of the Third Lien Secured Parties, is hereby granted the following (collectively, the "Third Lien Secured Parties Adequate Protection Obligations" and, collectively with the First Lien Secured Parties Adequate Protection Obligations, the Second Lien Secured Parties Adequate Protection Obligations and the adequate protection fees and expenses set forth in paragraph 7, the "Adequate Protection Obligations"):

(a) *Third Lien Secured Parties Adequate Protection Liens*. The Third Lien Agent, for itself and for the benefit of the other Third Lien Secured Parties, is hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements, control agreements or other agreements), in the amount of the Third Lien Secured Parties Adequate Protection Claims, a valid and perfected replacement security interest in and lien upon all of the following (all property identified in clauses (i), (ii), (iii), and (iv) below being collectively referred to as the "Third Lien Secured Parties Adequate Protection Collateral" and, collectively with the First Lien Secured Parties Adequate Protection Collateral and the Second Lien Secured Parties Adequate Protection Collateral, the "Adequate Protection Collateral"), subject only to the Carve Out (all such liens and security interests, the "Third Lien Secured Parties Adequate Protection Liens" and, collectively with the First Lien Secured Parties Adequate Protection Liens and the Second Lien Secured Parties Adequate Protection Liens, the "Adequate Protection Liens"):

(i) *Third Priority Liens on Unencumbered Property*: Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected third-priority senior security interest in and lien upon all Unencumbered Property, which lien and

security interest shall rank junior and subordinate to the First Lien Secured Parties Adequate Protection Liens and the Second Lien Secured Parties Adequate Protection Liens on Unencumbered Property.

(ii) *Liens Junior to Certain Other Liens*. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected security interest in and lien upon all tangible and intangible pre- and postpetition property of each Debtor, whether real or personal, and the proceeds, products, rents and profits thereof, whether arising under section 552(b) of the Bankruptcy Code or otherwise, that is subject to any Other Senior Liens, which security interest and lien shall be junior and subordinate to (a) any Other Senior Liens on such property, (b) the First Lien Secured Parties Adequate Protection Liens, and (c) the Second Lien Secured Parties Adequate Protection Liens with respect to such collateral.

(iii) *Liens Senior to Certain Existing Liens*. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected non-avoidable priming lien on, and security interest in, the Prepetition Third Lien Collateral, and all products, proceeds, rents and profits thereof, whether arising from section 552(b) of the Bankruptcy Code or otherwise; *provided* that the Third Lien Secured Parties Adequate Protection Liens set forth in this paragraph (iii) shall be (a) junior to (i) Other Senior Liens on such property that are Permitted Liens, (ii) the First Lien Secured Parties Adequate Protection Liens, (iii) the Prepetition First Lien Credit Facility Liens, (iv) the Second Lien Secured Parties Adequate Protection Liens, and (v) the Prepetition Second Lien Credit Facility Liens, and (b) senior to the Prepetition Third Lien Credit Facility Liens with respect to such collateral.

(iv) *Status of Adequate Protection Liens.* Subject to the Carve Out, the First Lien Secured Parties Adequate Protection Liens, Prepetition First Lien Credit Facility Liens, the Second Lien Secured Parties Adequate Protection Liens and the Prepetition Second Lien Credit Facility Liens and except as otherwise provided herein, the Third Lien Secured Parties Adequate Protection Liens shall not be (i) subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code, (B) unless otherwise provided for in this Interim Order, any liens or security interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the Debtors, or (C) any intercompany or affiliate liens of the Debtors or security interests of the Debtors, or (ii) subordinated to or made *pari passu* with any other lien or security

interest under section 363 or 364 of the Bankruptcy Code granted after the date hereof.

(b) *Third Lien Secured Parties Section 507(b) Claim*. The Third Lien Agent, for itself and for the benefit of the other Third Lien Secured Parties, is hereby granted, subject to the Carve Out, an allowed superpriority administrative expense claim as provided for in section 507(b) of the Bankruptcy Code in the amount of the Third Lien Secured Parties Adequate Protection Claims with, except as set forth in this Interim Order, priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the "Third Lien Secured Parties 507(b) Claim" and, collectively with the First Lien Secured Parties 507(b) Claim and the Second Lien Secured Parties 507(b) Claim, the "Prepetition Secured Parties 507(b) Claims"), which administrative claim shall have recourse to and be payable from all prepetition and postpetition property of the Debtors. The Third Lien Secured Parties 507(b) Claim shall be subject and subordinate to the Carve Out, the First Lien Secured Parties 507(b) Claims and the Second Lien Secured Parties 507(b) Claims.]

7. *Other Adequate Protection of Prepetition Secured Parties*.

(a) *Prepetition Secured Parties Fees and Expenses*. Upon entry of this Interim Order, the Debtors are authorized and directed to pay in cash all reasonable and documented prepetition or postpetition out-of-pocket professional fees, expenses, and disbursements payable to (i) the First Lien Agent and Second Lien Agent, including the fees and expenses of (a) Cahill Gordon & Reindel LLP and Haynes and Boone LLP, as counsel to the First Lien Agent, and (b) Eversheds Sutherland, as counsel to the Second Lien Agent, and (ii) the Ad Hoc Group Advisors, including the fees and expenses of Davis Polk & Wardwell LLP, Norton Rose Fulbright, Houlihan Lokey Capital Inc., and any special counsel or local counsel or advisor retained by the Ad Hoc Group, which payments shall be subject to the procedures set forth in this paragraph 7(a). The

payment of the fees, expenses and disbursements (to the extent incurred after the Petition Date) set forth in this paragraph 7(a) of this Interim Order shall become payable ten (10) calendar days (which time period may be extended by the applicable professional) (the "Review Period") after the receipt by the Debtors, the U.S. Trustee, and counsel for the Committee (if any) (collectively, the "Review Parties") after delivery of invoices without the necessity of filing formal fee applications or compliance with the U.S. Trustee's fee guidelines. Such invoices provided to the Review Parties shall include the number of hours billed by the applicable professional (except for financial advisors compensated on other than an hourly basis) and a summary statement of services provided and the expenses incurred; *provided*, *however*, that any such invoice: (i) may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney client privilege or of any benefits of the attorney work product doctrine and (ii) shall not be required to contain individual time detail (*provided*, that such invoice shall contain (except for financial advisors compensated on other than an hourly basis), summary data regarding hours worked by each timekeeper for the applicable professional). Any objections raised by a Review Party with respect to such invoices must be in writing and state with particularity the grounds thereof and must be submitted to the applicable professional so as to be actually received prior to the expiration of the Review Period. If no written objection is received by the end date of the Review Period, the Debtors shall pay such invoices within five (5) business days. Following the Review Period, any such timely received objection will be subject to resolution by the Court to the extent it remains unresolved. Pending such resolution, the undisputed portion of any such invoice will be paid promptly by the Debtors and the applicable parties shall attempt to negotiate a

resolution in good faith until the time of such resolution by the Court. Notwithstanding the foregoing, the Debtors are authorized and directed to pay all adequate protection fees and expenses incurred under this paragraph 7(a) of this Interim Order on or prior to the Petition Date without the need for any applicable professional to first deliver a copy of its invoice or other supporting documentation. Any and all fees, costs and expenses paid prior to the Petition Date by any of the Debtors to or on behalf of the First Lien Secured Parties and the Second Lien Secured Parties, in connection with or with respect to these matters, are hereby approved in full and shall not be subject to avoidance, disgorgement or any similar form of recovery by the Debtors or any other person.

(b) Any use of Cash Collateral to make payments to Professional Persons or any party entitled to reimbursement pursuant to this Interim Order shall be deemed, to the extent of such payments, to be a diminution in value of the respective interests of the Prepetition Secured Parties in property of the Debtors' estates.

8. *Adequate Protection Obligations Binding*. Upon entry of this Interim Order, the Adequate Protection Obligations shall constitute valid, binding and non-avoidable obligations of the Debtors, enforceable against each Debtor and its estate in accordance with the terms of the this Interim Order, and any successors thereto, including any trustee appointed in these Chapter 11 Cases, or in any case under Chapter 7 of the Bankruptcy Code upon the conversion of any of these Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the "Successor Cases").

9. *Budget Maintenance and Compliance*.

(a) The Initial Budget is approved on an interim basis. The Prepetition Collateral (including the Cash Collateral) shall only be used by the Debtors in accordance with

this Interim Order and consistent with the Budget; *provided that*, notwithstanding anything in the Budget to the contrary, prior to the Termination Date, the Debtors shall be permitted to pay (i) any income taxes for fiscal year 2024 if the Debtors determine in good faith that such taxes are due and owing and (ii) any income taxes for fiscal year 2025 if the boards of directors of the applicable Debtors determine in good faith that, notwithstanding efforts to mitigate 2025 income taxes by implementing the Restructuring (as defined in the RSA) in 2025 (each of clauses (i) and (ii) the "Specified Income Taxes"), such mitigation cannot reasonably be expected to be effectuated; *provided*, *further* that, prior to making any Specified Income Tax payments, the Debtors shall provide written notice to the Consenting Lenders (which may include email among counsel). The Budget may be modified with the written consent of the Debtors and the Required Consenting Lenders (which may include email among counsel). None of the Prepetition Secured Parties' consent (if any) to, or acknowledgment of, the Budget shall be construed as consent to use of the proceeds of the Prepetition Collateral (including the Cash Collateral) after a Termination Date, regardless of whether the aggregate funds shown on the Budget have been expended.

(b) *Updated Budgets*. Commencing on the fifth Thursday following the Petition Date and on every fourth Thursday thereafter, the Debtors shall deliver to the First Lien Secured Parties, the Second Lien Secured Parties and the Ad Hoc Group Advisors a new budget covering the thirteen (13) calendar week period commencing on the first day of the week following the week in which the new budget is delivered, in form and substance reasonably satisfactory to the Required Consenting Lenders (the Initial Budget and each subsequent budget approved by the Required Consenting Lenders, a "Budget") (including any changes made in any such updated budget with respect to any periods that were included in a previously delivered Budget; *provided* that a separate explanation in reasonable detail of such changes shall be provided to the Ad Hoc Group Advisors),

it being understood that if the Required Consenting Lenders have not objected to an updated budget within ten (10) days after delivery thereof, the updated budget shall be deemed to be an approved Budget; *provided, further*, that in the event that the Required Consenting Lenders object, the then-current approved Budget shall remain the approved Budget until the Required Consenting Lenders and the Debtors agree to an updated, modified or supplemented Budget.

(c) *Variance Report*. Not later than 4:00 p.m. prevailing Central Time on the fifth Thursday following the Petition Date and on every fourth Thursday thereafter, the Debtors shall deliver to the First Lien Secured Parties, the Second Lien Secured Parties and the Ad Hoc Group Advisors a variance report, in each case, in form, scope and detail reasonably satisfactory to the Required Consenting Lenders (each such report, a "Variance Report") showing the difference of, on a line-item basis, (a)(i) actual operating and non-operating disbursements (excluding professional fees and expenses) for the immediately preceding calendar week (the "Weekly Period"), the immediately preceding four-week period (or if four weeks have not yet elapsed since the Petition Date, the cumulative period since the Petition Date) (the "Rolling Period") and (ii) budgeted operating and non-operating disbursements (excluding professional fees and expenses) for the Weekly Period (as set forth in the Budget in effect for such Weekly Period) and the Rolling Period (as set forth in the Budget in effect for such Rolling Period) (such variances, "Disbursements Variances"), (b)(i) the higher of actual and budgeted operating and non-operating disbursements (excluding professional fees and expenses) plus the lower of actual and budgeted receipts for the Weekly Period and the Rolling Period and (ii) budgeted operating and non-operating disbursements (excluding professional fees and expenses) plus budgeted receipts for the for the Weekly Period (as set forth in the Budget in effect for such Weekly Period) and the Rolling Period (as set forth in the Budget in effect for such Rolling Period) (such variances,

"Disbursements Plus Receipts Variances"), (c) the available cash on hand for the end of such week, in each case, for the prior week, and (d) a reasonably detailed explanation of such Disbursements Variance and Disbursements Plus Receipts Variance. The Variance Report shall be prepared by the Debtors in good faith and fairly present, in all material respects, the information set forth therein.

(d) *Permitted Variances*. In each Variance Report the Debtors shall not permit the Disbursements Variance or the Disbursements Plus Receipts Variance (in each case, excluding (x) professional fees and expenses and (y) Specified Income Tax payments that are made consistent with the requirements in paragraph 9(a)) for the Rolling Period in such Variance Report to exceed 15% (such variances, the "Permitted Budget Variances," and the requirements set forth in this paragraph 9(d), the "Budget Covenant").

10. *Projected Emergence Cash Report*. Not later than 4:00 p.m. prevailing Central Time on the Thursday of the first full calendar week following the Petition Date and on every fourth Thursday thereafter, the Debtors shall in good faith provide to the First Lien Secured Parties, Second Lien Secured Parties and the Ad Hoc Group Advisors a report that includes (i) a weekly cash flow forecast through the later of (x) thirteen (13) calendar weeks commencing on the first day of the week following the week in which such forecast is delivered and (y) the projected Transaction Effective Date (as defined the RSA) and (ii) a Transaction Effective Date sources and uses statement, including the projected amount of the New First Lien Term Loans (as defined in the RSA) at emergence (each such report, a "Projected Emergence Cash Report").

11. *Termination*. Following the occurrence and continuation of a Termination Event (as defined below) that has not been waived by the Required Consenting Lenders and the delivery of a written notice (a "Termination Notice") (which may include email among counsel) on seven

(7) business days' notice (such seven (7) business day period, the "Default Notice Period") by the Required Consenting Lenders or the First Lien Agent (acting at the direction of the Required First Lien Lenders (which may include email among counsel)) to lead restructuring counsel to the Debtors, lead restructuring counsel to the First Lien Agent and Second Lien Agent, lead counsel to the Committee (if any), and the U.S. Trustee (collectively, the "Default Notice Parties"), the Prepetition Secured Parties' consent to use Cash Collateral under this Interim Order, and the Debtors' right to use Cash Collateral pursuant to this Interim Order, shall, subject to the expiration of the Default Notice Period and unless the Court orders otherwise, automatically terminate without further notice or order of the Court (the date on which such automatic termination occurs, the "Termination Date"). During the Default Notice Period, the Debtors, the Committee (if any) and/or any party in interest shall be entitled to seek an emergency hearing with the Court for the purpose of contesting whether, in fact, a Termination Event has occurred and is continuing or to obtain non-consensual use of Cash Collateral, and if a request for such hearing is made prior to the end of the Default Notice Period, then the Default Notice Period shall be continued until the Court hears and rules with respect thereto. As soon as reasonably practicable following delivery of a Termination Notice, the Required Consenting Lenders or the First Lien Agent (acting at the direction of the Required First Lien Lenders), as applicable, shall file a copy of the same on the docket. During the Default Notice Period, the Debtors shall be permitted to use Cash Collateral (a) in the ordinary course of business, subject to the terms of this Interim Order (including the Budget), (b) to fund the Carve Out and (c) to make Specified Income Tax payments pursuant to paragraph 9(a) of this Interim Order. The events set forth in clauses (a) through (y) below are collectively referred to herein as the "Termination Events":

(a) Failure of the Debtors to make any payment under this Interim Order to any of the Prepetition Secured Parties, or committees thereof after such payment becomes due;

(b) The use of Prepetition Collateral, including Cash Collateral, for any purpose not authorized by this Interim Order or the Budget;

(c) Failure of the Debtors to: (i) observe or perform any of the material terms or material provisions contained herein; (ii) comply with any other covenant or agreement specified in this Interim Order (other than those described in clause (i) above) in any material respect; or (iii) comply with paragraph 7 of this Interim Order (unless waived in writing by the Required Consenting Lenders);

(d) The automatic termination of the RSA or termination of the RSA by the Debtors or the Required Consenting First Lien Term Loan Lenders or the Required Consenting Lenders (each as defined in the RSA), in each case in accordance with the terms thereof;

(e) The failure of the Debtors to provide any of the reports or information required by paragraphs 9 and 10 or the failure of the Debtors to comply with the Budget Covenant;

(f) The Debtors seek or the Court enters an order avoiding, disgorging, or requiring repayment of any prepetition or postpetition payment or reimbursement made by the Debtors to the First Lien Secured Parties or the Second Lien Secured Parties, in each case, unless such payment or reimbursement are either voluntarily reduced by such First Lien Secured Party or Second Lien Secured Party, or disallowed by the Court;

(g) The Court enters an order (or the Debtors seek an order) invalidating, disallowing, subordinating, recharacterizing, or limiting, as applicable, any of the Prepetition First Lien Obligations or Prepetition Second Lien Obligations, the Prepetition First Lien Credit Facility Liens or the Prepetition Second Lien Credit Facility Liens, any other lien or interest held by any First Lien Secured Party or Second Lien Secured Party arising under or relating to the First Lien Loan Documents or the Second Lien Loan Documents, as applicable, or the First Lien Secured Parties Adequate Protection Liens or the Second Lien Secured Parties Adequate Protection Liens granted in this Interim Order;

(h) An order shall be entered reversing, amending, supplementing, staying, vacating or otherwise modifying this Interim Order without the prior written consent of the Required Consenting Lenders;

(i) The Debtors' commencing solicitation of any plan of reorganization that is not the Plan (as defined in the RSA) unless the Required Consenting Lenders shall have expressly consented to such treatment in writing;

(j) An order shall have been entered by the Court terminating or modifying the exclusive right of the Debtors to file a chapter 11 plan pursuant to section 1121 of the Bankruptcy Code, without the prior written consent of the Required Consenting Lenders;

(k) The entry of an order in these Chapter 11 Cases charging any of the Prepetition Collateral or Adequate Protection Collateral of the Prepetition Secured Parties under sections 506(c) or 552(b) of the Bankruptcy Code against any of the Prepetition

Secured Parties under which any person takes action against such collateral or that becomes a final non-appealable order, or the commencement of other actions that are materially adverse to any of the Prepetition Secured Parties or their respective rights and remedies under the Prepetition Debt Documents in these Chapter 11 Cases (or any order requiring any of the Prepetition Secured Parties to be subject to the equitable doctrine of "marshaling");

(l) The entry of an order granting relief from any stay of proceeding (including, without limitation, the Automatic Stay) so as to allow a third party to proceed with foreclosure (or granting of a deed in lieu of foreclosure) or other remedy against any asset with a value in excess of $500,000;

(m) The entry of any postpetition judgment against any Debtor in excess of $500,000 without the consent of the Required Consenting Lenders;

(n) The Court shall have entered an order dismissing any of these Chapter 11 Cases;

(o) The Court shall have entered an order converting any of these Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

(p) The Court shall have entered an order appointing a chapter 11 trustee, responsible officer, or any examiner with enlarged powers relating to the operation of the businesses in these Chapter 11 Cases, unless consented to in writing by the Required Consenting Lenders;

(q) A filing by any Debtor of any motion, pleading, application or adversary proceeding challenging the validity, enforceability, perfection or priority of the liens securing the Prepetition Obligations or asserting any other cause of action against and/or with respect to the Prepetition Obligations, the Prepetition Collateral, or any of the Prepetition Secured Parties, (or if the Debtors support or fail to contest any such motion, pleading, application or adversary proceeding commenced by any third party);

(r) The Debtors, or any person claiming by or through the Debtors shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or proceeding against any of Prepetition Secured Parties relating to the Prepetition Obligations except as expressly permitted hereunder;

(s) The entry of any order of the Court authorizing any claims or charges or the filing by a Debtor of a motion seeking any claims or charges, other than as permitted under this Interim Order, entitled to superpriority under section 364(c)(1) of the Bankruptcy Code *pari passu* or senior to the Prepetition Obligations, or there shall arise or be granted by the Court (i) any claim having priority over any or all administrative expenses of the kind specified in clause (b) of section 503 or clause (b) of section 507 of the Bankruptcy Code (other than the Carve Out), including the Prepetition Secured Parties 507(b) Claims, or (ii) subject to any Other Senior Liens, any lien on the Prepetition Collateral or Adequate Protection Collateral having a priority senior to or *pari passu* with the liens and security interests granted herein, except as expressly provided in this Interim Order;

(t) The entry of an order other than this Interim Order or the Final Order, if any, in any of these Chapter 11 Cases authorizing the use of cash collateral or granting adequate protection to any party without the consent of the Required Consenting Lenders (as defined in the RSA);

(u) The entry of an order in any of these Chapter 11 Cases authorizing the use of or entry into debtor-in-possession financing that is not acceptable to the Required Consenting Lenders;

(v) Failure by any of the Debtors to satisfy any of the Milestones, in each case as may be waived, amended, modified or extended from time to time in accordance with the RSA;

(w) The Debtors shall file a motion seeking, or the Court shall enter, an order authorizing the sale of all or any portion of the Debtors' assets outside the ordinary course of business, or the Debtors shall sell all or any portion of their assets outside the ordinary of business, unless such order or sale is consented to by the Required Consenting Lenders;

(x) Any lien purported to be created under this Interim Order shall cease to be, or shall be asserted by the Debtors not to be, a valid and perfected lien, with the priority required by this Interim Order, or the Debtors purport to revoke, terminate or rescind any lien granted hereunder; or

(y) Any lien or security interest purported to be created under the Prepetition Debt Documents shall cease to be, or shall be asserted by the Debtors not to be, a valid and perfected lien on or security interest in any Prepetition Collateral, with the priority required by the Prepetition Debt Documents.

12. *Remedies upon the Termination Date*. Upon the occurrence of the Termination Date, in addition to the automatic termination of the Debtors' authorization hereunder to use Cash Collateral, (a) the Adequate Protection Obligations, if any, shall become due and payable and (b) each Prepetition Secured Party may, subject to the terms of the Intercreditor Agreement, exercise their respective rights and remedies available under the Prepetition Debt Documents, this Interim Order, or applicable law (subject only to the Carve Out), including without limitation, foreclosing upon and selling all or a portion of the Prepetition Collateral or Adequate Protection Collateral in order to collect the Prepetition Obligations and the Adequate Protection Obligations in accordance with the priorities set forth herein and in the Prepetition Debt Documents; *provided that* prior to exercising any of the rights and remedies set forth in the foregoing clause (b) (other

than those set forth in paragraph 11), the applicable Prepetition Secured Parties shall be required to file a motion with the Court seeking emergency relief (the "Stay Relief Motion") on not less than seven (7) business days' notice to the Default Notice Parties (which notice period may run concurrently with the Default Notice Period) for a further order of the Court modifying the automatic stay in these Chapter 11 Cases to permit the applicable Prepetition Secured Parties to exercise such rights and remedies. The Debtors shall not object to the fact that such hearing is being held on shortened notice. If the Prepetition Secured Parties are permitted by the Court to take any enforcement action with respect to the Prepetition Collateral following a hearing on the Stay Relief Motion, the Debtors shall cooperate with the Prepetition Secured Parties in accordance with the Court's direction. The Automatic Stay is hereby deemed modified and vacated to the extent necessary to permit the exercise by the Prepetition Secured Parties of any rights, privileges and remedies available to them pursuant to the terms of this Interim Order or the RSA, including, without limitation, terminating the RSA. Any delay or failure of the Prepetition Secured Parties to exercise rights under the Prepetition Debt Documents, this Interim Order, or applicable law shall not constitute a waiver of their respective rights hereunder, thereunder or otherwise, unless any such waiver is provided in writing and in accordance with the terms of the applicable document. No rights, protections or remedies of the Prepetition Secured Parties granted by the provisions of this Interim Order shall be limited, modified or impaired in any way by (i) any actual or purported withdrawal of the consent of any party of the Debtors' authority to continue to use Cash Collateral; (ii) any actual or purported termination of the Debtors' authority 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. *No Marshaling/Application of Proceeds*. The Prepetition Secured Parties shall be entitled to apply the payments or proceeds of the Prepetition Collateral and Adequate Protection Collateral in accordance with the provisions of the Prepetition Debt Documents and this Interim Order, and in no event shall the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition Collateral or Adequate Protection Collateral; *provided* that the foregoing shall be without prejudice to the terms of the Final Order with respect to the period from and after entry of the Final Order.

14. *Limitation on Charging Expenses Against Collateral*. Except to the extent of the Carve Out, with respect to the Prepetition Collateral and the Adequate Protection Collateral, no costs or expenses of administration of these Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Prepetition Collateral and Adequate Protection Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Prepetition Agent that holds a lien on the relevant asset, and no such consent shall be implied from any other action, inaction, or acquiescence by the Prepetition Secured Parties, and nothing contained in this Interim Order shall be deemed to be a consent by the Prepetition Secured Parties to any charge, lien, assessment, or claim against the Prepetition Collateral or the Adequate Protection Collateral under section 506(c) of the Bankruptcy Code; *provided* that the foregoing shall be without prejudice to any provisions of the Final Order with respect to costs or expenses incurred following the entry of such Final Order.

15. *Bankruptcy Code Section 552(b)*. Each of the Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the

Prepetition Secured Parties with respect to proceeds, products, offspring, or profits of any of the Prepetition Collateral or the Adequate Protection Collateral; *provided* that the foregoing shall be without prejudice to the terms of the Final Order with respect to the period from and after entry of the Final Order.

16. *Reservation of Rights of Prepetition Secured Parties*. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court affirms and finds that the adequate protection provided to the Prepetition Secured Parties for any diminution in their respective interests in the property of the Debtors' estates, including their respective interests in the value of the Prepetition Collateral, is reasonable and necessary to protect the interests of the Prepetition Secured Parties; *provided* that any Prepetition Secured Party may request further or different adequate protection subject to the terms of the Intercreditor Agreement.

17. *Perfection of Adequate Protection Liens.*

(a) Without in any way limiting the automatically effective perfection of the Adequate Protection Liens granted in this Interim Order, the Prepetition Secured Parties are hereby authorized, 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, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of or control over cash or securities, or take any other action in order to validate and perfect the liens and security interests granted to them hereunder. Whether or not the Prepetition Secured Parties shall, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or take possession of or control over any cash or securities, or otherwise

confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, at the time and on the date of entry of this Interim Order. Upon the request of any of the Prepetition Secured Parties, each of the Debtors, without any further consent of any party, is authorized to, and to cause its subsidiaries to, take, execute, deliver and file such instruments (in each case, without representation or warranty of any kind) to enable the validation, perfection, preservation and enforcement of the Adequate Protection Liens. All such documents will be deemed to have been recorded and filed as of the Petition Date.

(b) A certified copy of this Interim Order may, in the discretion of the Prepetition Agents, as applicable, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing offices are hereby authorized and directed to accept such certified copy of this Interim Order for filing and/or recording, as applicable. The Automatic Stay of section 362(a) of the Bankruptcy Code shall be modified to the extent necessary to permit the Prepetition Secured Parties to take all actions, as applicable, referenced in this subparagraph (b) and the immediately preceding subparagraph (a).

(c) To the extent that any Prepetition Secured Party is the secured party under any account control agreements, listed as loss payee or additional insured under any of the Debtors' insurance policies or is the secured party under any other agreement, the applicable agent is also deemed to be the secured party under such account control agreements, loss payee or additional insured under the Debtors' insurance policies and the secured party under each such agreement (in any such case with the same priority of liens and claims thereunder relative to the priority of the Prepetition Liens and Adequate Protection Liens, as set forth herein), and shall have all rights and

powers in each case attendant to that position (including, without limitation, rights of enforcement, but subject in all respects to the terms of this Interim Order), and shall, subject to the terms of this Interim Order, act in that capacity and distribute any proceeds recovered or received in respect of any of the foregoing, first, to the Carve Out, and second, to the payment of the Prepetition Obligations. In accordance with the terms of this Interim Order, the Prepetition Agents shall serve as agent for purposes of perfecting such security interests in and liens on all Prepetition Collateral (including the Cash Collateral) that is of a type such that perfection of a security interest therein may be accomplished only by possession or control by a secured party.

18. *Preservation of Rights Granted Under this Interim Order.*

(a) Other than the Carve Out and other claims and liens expressly granted by this Interim Order, no claim or lien having a priority superior to or *pari passu* with those granted by this Interim Order to the Prepetition Secured Parties shall be permitted while any of the Prepetition Obligations or the Adequate Protection Obligations remain outstanding, and, except as otherwise expressly provided in paragraph 2 of this Interim Order, the Adequate Protection Liens shall not be: (i) subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code; (ii) subordinated to or made *pari passu* with any other lien or security interest; (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; or (iv) subject or junior to any intercompany or affiliate liens or security interests of the Debtors.

(b) Notwithstanding any order that may be entered dismissing any of these Chapter 11 Cases under section 1112 of the Bankruptcy Code or otherwise: (i) the Prepetition

Secured Parties 507(b) Claims and the Adequate Protection Liens shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all Adequate Protection Obligations shall have been indefeasibly paid in full in cash (and that such Prepetition Secured Parties 507(b) Claims and Adequate Protection Liens shall, notwithstanding such dismissal, remain binding on all parties in interest); (ii) the other rights granted by this Interim 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 and otherwise in this Interim Order.

(c) If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect: (i) the validity, priority or enforceability of any Adequate Protection Obligations incurred prior to the actual receipt of written notice by the Prepetition Agents, as applicable, of the effective date of such reversal, modification, vacatur or stay; or (ii) the validity, priority or enforceability of the Prepetition Liens, Prepetition Obligations, or Adequate Protection Obligations. Notwithstanding any such reversal, modification, vacatur or stay of any use of Cash Collateral, any Adequate Protection Obligations incurred by the Debtors to the Prepetition Secured Parties, as the case may be, prior to the actual receipt of written notice by the Prepetition Agents, as applicable, of the effective date of such reversal, modification, vacatur or stay shall be governed in all respects by the original provisions of this Interim Order, and the Prepetition Secured Parties shall be entitled to all the rights, remedies, privileges and benefits granted in section 363(m) of the Bankruptcy Code and this Interim Order with respect to all uses of Cash Collateral and the Adequate Protection Obligations.

(d) Except as expressly provided in this Interim Order, the Adequate Protection Obligations and all other rights and remedies of the Prepetition Secured Parties granted by the provisions of this Interim Order shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting any of these Chapter 11 Cases to a case under chapter 7, dismissing any of these Chapter 11 Cases, substantively consolidating any of the cases with another case, terminating the joint administration of these Chapter 11 Cases or by any other act or omission, (ii) the entry of an order approving the sale of any Adequate Protection Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order confirming a plan of reorganization in any of these Chapter 11 Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining Adequate Protection Obligations. The terms and provisions of this Interim Order shall continue in these Chapter 11 Cases, in any Successor Cases if these Chapter 11 Cases cease to be jointly administered and in any superseding chapter 7 cases under the Bankruptcy Code, and the Adequate Protection Obligations, Prepetition Liens, Prepetition Obligations, and all other rights and remedies of the Prepetition Secured Parties granted by the provisions of this Interim Order shall continue in full force and effect until the Adequate Protection Obligations are indefeasibly paid in full in cash, as set forth herein.

19. *Payments Free and Clear*. Any and all payments or proceeds remitted to Prepetition Secured Parties after the Petition Date pursuant to the provisions of this Interim Order, the Final Order, if any, any subsequent order of the Court, or the Prepetition Debt Documents shall be irrevocable, not subject to avoidance, and 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.

20. *Releases, Covenant Not to Sue, Indemnity*. Effective as of the date of entry of this Interim Order, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of its and their respective past, present and future predecessors, successors, heirs, subsidiaries, and assigns, hereby absolutely and unconditionally release and forever discharge and acquit each of the Prepetition Secured Parties, the Revolving Lenders, and their respective subsidiaries, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof (in each case in their respective capacity as such the "Representatives" and collectively with the Prepetition Secured Parties and the Revolving Lenders, the "Released Parties"), from any and all obligations and liabilities to the Debtors (and their successors and assigns) and from any and all claims, counterclaims, demands, debts, defenses, accounts, contracts, liabilities, responsibilities, disputes, remedies, indebtedness, obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorney's fees, costs, expenses, judgements and causes of action of any kind (including any claims, avoidance or recovery actions under Chapter 5 of the Bankruptcy Code or applicable non-bankruptcy law), nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract or tort or under any state or federal or common law or statute or regulation or otherwise (collectively, the "Released Claims"), whether or not arising out of or related to (as applicable) the Prepetition Debt Documents, the obligations owing and the financial obligations made thereunder,

the negotiation thereof and of the deal reflected thereby, and the obligations and financial obligations made thereunder, in each case that the Debtors at any time had, now have or may have, or that their successors or assigns hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this Interim Order, and further covenant not to sue and to indemnify (in addition to and not in place of any and all other indemnities in favor of the Released Parties) the Released Parties on account of any and all Released Claims. The releases in this paragraph are in addition to and shall not limit any other releases, covenants not to sue, or waivers by the Debtors in favor of the Released Parties.

21. *Effect of Stipulations on Third Parties*. The Debtors' stipulations, admissions, agreements and releases contained in this Interim Order, including, without limitation, in paragraph G of the Findings of Fact and Conclusions of Law of this Interim Order, shall be binding upon the Debtors and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors) in all circumstances and for all purposes. The Debtors' stipulations, admissions, agreements and releases contained in this Interim Order, including, without limitation, in paragraph G of the Findings of Fact and Conclusions of Law of this Interim Order, shall be binding upon all other parties in interest, including, without limitation, any Committee or other statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, and any other person or entity acting or seeking to act on behalf of the Debtors' estates in all circumstances and for all purposes unless: (a) such other party in interest with requisite standing (subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to do so), has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this

paragraph) by no later than (i) the earlier of (x) the date on which the Plan is confirmed in these Chapter 11 Cases, (y) 60 calendar days after entry of this Interim Order and (z) solely for any Committee, 45 calendar days after the appointment of any Committee, (ii) any such later date as has been agreed to, in writing, by the Required Consenting Lenders (the time period established by the foregoing clauses (i) and (ii), the "Challenge Period"), (A) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition Obligations or the Prepetition Liens, or (B) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, the "Challenges") against any of the Prepetition Secured Parties, the Revolving Lenders, or their Representatives in connection with matters related to the (i) Prepetition Debt Documents, (ii) Prepetition Obligations, (iii) Prepetition Liens (iv) Prepetition Collateral, or (v) the RCF Payoff (including, without limitation, the RCF Payoff Letter), and (b) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; *provided*, *however*, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred. If no such Challenge is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding then: (a) the Debtors' stipulations, admissions, agreements and releases contained in this Interim Order shall be binding on all parties in interest, including, without limitation, the Committee (if any), (b) the obligations of the Prepetition Obligors under the Prepetition Debt Documents shall constitute allowed claims not subject to defense, claim, counterclaim, recharacterization, subordination, offset or avoidance, for all

purposes in these Chapter 11 Cases, and any subsequent chapter 7 case(s), (c) the Prepetition Liens on the Prepetition Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, security interests and liens, not subject to recharacterization, subordination, avoidance or other defense, and (d) the Prepetition Obligations and the Prepetition Liens shall not be subject to any other or further claim or challenge by any other party in interest, including, without limitation, the Committee (if any), any non-statutory committees appointed or formed in these Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors) and any defenses, claims, causes of action, counterclaims and offsets by any other party in interest, including, without limitation, the Committee (if any), any non-statutory committees appointed or formed in these Chapter 11 Cases, or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against any of the Prepetition Secured Parties and their Representatives arising out of or relating to the Prepetition Debt Documents shall be deemed forever waived, released and barred. If any such Challenge is timely filed during the Challenge Period, the stipulations, admissions, agreements and releases contained in this Interim Order, including, without limitation, in paragraph G of the Findings of Fact and Conclusions of Law of this Interim Order, shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any Committee (if any), and on any other person or entity, except to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge as set forth

in a final, non-appealable order of court of competent jurisdiction. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including the Committee (if any), standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to (i) the Prepetition Debt Documents, (ii) the Prepetition Obligations, (iii) the Prepetition Liens, (iv) the Prepetition Collateral or (v) the RCF Payoff (including, without limitation, the RCF Payoff Letter), and all rights to object to such standing are expressly reserved.

22. *Limitation on Use of Cash Collateral*. Notwithstanding any other provision of this Interim Order or any other order entered by the Court, none of the Prepetition Collateral (including the Cash Collateral) or Adequate Protection Collateral or any portion of the Carve Out may be used directly or indirectly by any Debtor, any Committee or any other official or unofficial committee appointed in these Chapter 11 Cases, or any trustee appointed in these Chapter 11 Cases or any Successor Cases, including any chapter 7 case, or any other person, party or entity, (a) in connection with the investigation, threatened initiation, initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation (i) against any of the Prepetition Secured Parties, or each of the foregoing's respective predecessors-in-interest, agents, affiliates, representatives, attorneys, or advisors, or any action purporting to do the foregoing in respect of the Prepetition Debt Documents, the Prepetition Obligations, the Prepetition Liens, the Prepetition Collateral, the RCF Payoff and/or the Adequate Protection Obligations granted to the Prepetition Secured Parties under the Interim Order or the Final Order, if any, as applicable, or (ii) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset with respect to the Prepetition Debt Documents, the Prepetition Obligations, the Prepetition Liens, the Prepetition Collateral and/or the liens, claims, rights, or security interests

granted under this Interim Order, the Final Order, if any, the Prepetition Debt Documents including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550, or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise; *provided* that, notwithstanding anything to the contrary herein, the Debtors and the Committee (if any) may use the proceeds of the Prepetition Secured Parties' Adequate Protection Collateral to investigate but not to prosecute (A) the claims and liens of the Prepetition Secured Parties and (B) potential claims, counterclaims, causes of action or defenses against the Prepetition Secured Parties up to an aggregate cap of no more than $50,000; (b) to prevent, hinder, or otherwise delay or interfere with the Prepetition Secured Parties', enforcement or realization on the Prepetition Obligations, Prepetition Collateral, Adequate Protection Obligations or Adequate Protection Collateral, and the liens, claims and rights granted to such parties under this Interim Order or the Final Order, if any, each in accordance with the Prepetition Debt Documents, this Interim Order or applicable law; (c) to seek to modify any of the rights and remedies granted to any of the Prepetition Secured Parties under this Interim Order, the Prepetition Debt Documents or applicable law, as applicable; (d) to apply to the Court for authority to approve superpriority claims or grant liens or security interests in the Prepetition Collateral, Adequate Protection Collateral or any portion thereof that are senior to, or on parity with, the Adequate Protection Obligations, Prepetition Obligations or Prepetition Liens; (e) other than as contemplated by the RSA, to seek the sale or other disposition of the Prepetition Collateral or the incurrence of any indebtedness outside of the ordinary course of business, in each case without the consent of the Required Consenting Lenders, or (f) to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments are (i) approved by an order of this

Court (including pursuant to any "first day orders," or pursuant to this Interim Order) and (ii) expressly permitted under this Interim Order (including the Budget).

23. *Credit Card Program and Bilateral Trade Instruments*. Notwithstanding anything to the contrary herein: (i) the Credit Card Program Collateral and Bilateral Trade Instruments Collateral (as such terms are defined in the Cash Management Motion)[4] shall not be subject to any adequate protection granted herein, including, without limitation, the Adequate Protection Liens; and (ii) any administrative expense claims in favor of Bank of America, N.A., Bank of America Merrill Lynch International Designated Activity Company and/or their respective affiliates and subsidiaries, on account of obligations owing by the Debtors under either the Credit Card Program and/or the Bilateral Trade Instruments shall be senior in payment priority, and not subject to, to any Adequate Protection Claims granted herein.

24. *Interim Order Governs*. In the event of any inconsistency between the provisions of this Interim Order and any other order entered by this Court, the provisions of this Interim Order shall govern unless such other order expressly provides that it controls over this Interim Order. Notwithstanding anything to the contrary in any other order entered by this Court, any payment made pursuant to any authorization contained in any other order entered by this Court shall be consistent with and subject to the requirements set forth in this Interim Order, including, without limitation, the approved Initial Budget.

25. *Limitation of Liability*. In permitting the use of the Prepetition Collateral (including the Cash Collateral) or in exercising any rights or remedies as and when permitted pursuant to this

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[4] "Cash Management Motion" means the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate their Existing Cash Management System and Maintain Existing Bank Accounts, (B) Pay Related Fees, (C) Utilize Existing Business Forms, and (D) Engage in Intercompany Transactions, (II) Granting Administrative Expense Status to Postpetition Intercompany Claims, (III) Waiving Compliance With Section 345(B) of the Bankruptcy Code and Certain of the U.S. Trustee's Operating Guidelines, and (IV) Granting Related Relief* [Docket No. [ ]].

Interim Order or the applicable Prepetition Debt Documents, none of the Prepetition Secured Parties shall (i) have liability to any third party or be deemed to be in control of the operation of any of the Debtors or to be acting as a "controlling person," "Responsible Person," or "Owner or Operator" or "managing agent" with respect to the operation or management of any of the Debtors (as such terms, or any similar terms, are used in the Internal Revenue Code, United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute) or (ii) owe any fiduciary duty to any of the Debtors, their creditors or their estates, or shall constitute or be deemed to constitute a joint venture or partnership with any of the Debtors. Furthermore, nothing in this Interim Order shall in any way be construed or interpreted to impose or allow the imposition upon any of the Prepetition Agents or the Prepetition Secured Parties (in each case, in their capacities as such) of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code).

26. *Exculpation*. Nothing in this Interim Order, the Prepetition Debt Documents or any other documents related to the transactions contemplated hereby shall in any way be construed or interpreted to impose or allow the imposition upon any Prepetition Secured Party any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their businesses, or in connection with their restructuring efforts. In addition, (a) the Prepetition Secured Parties shall not, in any way or manner, be liable or responsible for: (i) the safekeeping of the Prepetition Collateral or Adequate Protection 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 Prepetition Collateral and Adequate Protection Collateral shall be borne by the Debtors.

27. *Maintenance of Collateral*. The applicable Debtors shall comply with the covenants contained in the Prepetition Debt Documents regarding the maintenance and insurance of the Prepetition Collateral.

28. *Binding Effect; Successors and Assigns*. The terms and provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, the Prepetition Secured Parties, the Committee (if any), 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 section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the Prepetition Secured Parties and the Debtors and their respective successors and assigns; *provided* that none of the Prepetition Secured Parties shall have any obligation to permit the use of the Prepetition Collateral by, or to extend any financing to, any chapter 7 trustee, chapter 11 trustee or similar responsible person appointed for the estates of the Debtors.

29. *Master Proof of Claim*. The Prepetition Agents shall not be required to file proofs of claim in these Chapter 11 Cases or any Successor Cases in order to assert claims on behalf of itself and the Prepetition Secured Parties for payment of the Prepetition Obligations arising under the Prepetition Debt Documents, nor shall any other Prepetition Secured Party be required to file any proofs of claim in these Chapter 11 Cases or any Successor Cases in order to assert claims on behalf of itself for payment of the Prepetition Obligations arising under the Prepetition Debt

Documents. The statements of claim in respect of the Prepetition Obligations set forth in this Interim Order, together with any evidence accompanying the Motion and presented at the Interim Hearing, are deemed sufficient to and do constitute proofs of claim in respect of such debt and such secured status. However, in order to facilitate the processing of claims, to ease the burden upon the Court and to reduce an unnecessary expense to the Debtors' estates, each Prepetition Agent and/or other Prepetition Secured Party is authorized, but shall not be obligated, to file in the Debtors' lead chapter 11 case, *In re LifeScan Global Corp.*, Case No. 25-90259 (ARP), a single, master proof of claim on behalf of the relevant Prepetition Secured Parties on account of any and all of their respective claims arising under the applicable Prepetition Debt Documents and hereunder (each, a "Master Proof of Claim") against each of the Debtors. Upon the filing of a Master Proof of Claim against each of the Debtors, the Prepetition Agents and the Prepetition Secured Parties, and each of their respective successors and assigns, shall be deemed to have filed a proof of claim in the amount set forth opposite its name therein in respect of its claims against each of the Debtors of any type or nature whatsoever with respect to the applicable Prepetition Debt Documents, and the claim of each Prepetition Secured Party (and each of its respective successors and assigns), named in a Master Proof of Claim shall be treated as if such entity had filed a separate proof of claim in each of these Chapter 11 Cases. The Master Proofs of Claim shall not be required to identify whether any 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 29 and each Master Proof of Claim are intended solely for the purpose of administrative convenience and shall not affect the right of each 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 Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to the applicable Prepetition Agent.

30. *Credit Bidding*. The applicable Prepetition Secured Parties shall have the right, consistent with the provisions of the Prepetition Debt Documents and the Intercreditor Agreement, to credit bid up to the full amount of the applicable Prepetition Obligations or Adequate Protection Obligations in any sale of any Prepetition Collateral or Adequate Protection Collateral, on which they have Prepetition Liens or Adequate Protection Liens, in each case, as provided for in section 363(k) of the Bankruptcy Code, without the need for further Court order authorizing the same and whether any such sale is effectuated through sections 363(k) or 1129(b) of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise.

31. *Letters of Credit*. Nothing in this Order shall modify the Borrower's obligations, including, without limitation, the Borrower's reimbursement obligations to the Issuing Banks (as defined in the First Lien Credit Agreement) under Section 2.17 of the First Lien Credit Agreement. To the extent necessary, and in its sole discretion, the First Lien Agent may exercise the right of setoff in order to satisfy the Borrower's obligations to the First Lien Agent and/or the Issuing Banks related to any Letter of Credit that is outstanding as of the Petition Date. For the avoidance of doubt, the Revolving Lenders shall have no obligation to extend, renew or replace any Letter of Credit issued prior to the Petition Date.

32. *Effectiveness*. This Interim Order shall constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052 and shall take effect and be fully enforceable

nunc pro tunc to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062 or 9014 of the Bankruptcy Rules or any Local Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

33. *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 Interim Order.

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

35. *Bankruptcy Rules*. The requirements of Bankruptcy Rules 4001, 6003 and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

36. *Necessary Action*. The Debtors and the Prepetition Secured Parties are authorized to take all such actions as are necessary or appropriate to implement the terms of this Interim Order.

37. *Retention of Jurisdiction*. The Court shall retain jurisdiction to enforce the provisions of this Interim Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

38. *Final Hearing*. The Final Hearing is scheduled for August 4, 2025 at 8:30 a.m., prevailing Central Time before this Court.

39. *Objections*. Any party in interest objecting to the relief sought at the Final Hearing shall file and serve written objections by no later than July 28, 2025 at 5:00 p.m., prevailing Central Time.

40. The Debtors shall promptly serve copies of this Interim Order (which shall constitute adequate notice of the Final Hearing) to the parties having been given notice of the Interim Hearing, to any party that has filed a request for notices with this Court and to the Committee after the same has been appointed, or such Committee's counsel, if the same shall have been appointed.

Signed: July 16, 2025

Alfredo R Pérez
United States Bankruptcy Judge

Schedule 1

Initial Budget

LifeScan Global Corp., *et al.*
Cash Collateral Budget - Consolidated

($ in 000's)

Forecast Week Number:	*Week 1*	*Week 2*	*Week 3*	*Week 4*	*Week 5*	*Week 6*	*Week 7*	*Week 8*	*Week 9*	*Week 10*	*Week 11*	*Week 12*	*Week 13*	*Weeks 1-13*
Week Ending:	**18-Jul**	**25-Jul**	**1-Aug**	**8-Aug**	**15-Aug**	**22-Aug**	**29-Aug**	**5-Sep**	**12-Sep**	**19-Sep**	**26-Sep**	**3-Oct**	**10-Oct**	**10-Oct**
Net Operating Receipts	**$ 20,479**	**$ 28,390**	**$ 28,568**	**$ 30,696**	**$ 27,237**	**$ 32,216**	**$ 26,647**	**$ 28,307**	**$ 24,685**	**$ 25,671**	**$ 25,825**	**$ 23,686**	**$ 23,946**	**$ 346,353**
Employee Payroll & Benefits	(3,627)	(2,498)	(2,730)	(1,348)	(5,425)	(2,394)	(3,056)	(1,073)	(2,142)	(4,080)	(2,790)	(1,125)	(2,432)	(34,721)
Direct Suppliers, Freight & Distribution	(5,053)	(5,654)	(4,946)	(2,926)	(3,256)	(5,639)	(3,058)	(2,857)	(2,829)	(4,802)	(3,799)	(2,984)	(3,097)	(50,901)
Other Operating Expenses	(3,967)	(4,296)	(16,758)	(4,400)	(9,366)	(13,191)	(5,531)	(14,737)	(5,715)	(8,921)	(4,790)	(13,965)	(5,259)	(110,897)
Operating Disbursements	**$ (12,646)**	**$ (12,448)**	**$ (24,434)**	**$ (8,675)**	**$ (18,047)**	**$ (21,225)**	**$ (11,646)**	**$ (18,667)**	**$ (10,687)**	**$ (17,802)**	**$ (11,379)**	**$ (18,075)**	**$ (10,788)**	**$ (196,519)**
Operating Cash Flow	**$ 7,833**	**$ 15,942**	**$ 4,134**	**$ 22,021**	**$ 9,189**	**$ 10,992**	**$ 15,001**	**$ 9,640**	**$ 13,998**	**$ 7,868**	**$ 14,447**	**$ 5,611**	**$ 13,158**	**$ 149,834**
Non-Operating Disbursements	(347)	(85)	(189)	(178)	(323)	(111)	(160)	(160)	(160)	(160)	(160)	(200)	(200)	(2,432)
Restructuring Disbursements	-	(7,000)	-	-	-	-	(6,660)	-	-	-	-	(14,505)	-	(28,165)
Total Non-Operating Disbursements	**$ (347)**	**$ (7,085)**	**$ (189)**	**$ (178)**	**$ (323)**	**$ (111)**	**$ (6,820)**	**$ (160)**	**$ (160)**	**$ (160)**	**$ (160)**	**$ (14,705)**	**$ (200)**	**$ (30,597)**
Intercompany Disbursements	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Financing Disbursements	-	-	-	-	-	(4,126)	-	-	-	-	-	-	-	(4,126)
Total Financing & Intercompany Disbursments	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (4,126)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (4,126)**
Net Cash Flow	**$ 7,486**	**$ 8,858**	**$ 3,945**	**$ 21,843**	**$ 8,867**	**$ 6,755**	**$ 8,181**	**$ 9,480**	**$ 13,838**	**$ 7,708**	**$ 14,287**	**$ (9,094)**	**$ 12,958**	**$ 115,111**
Consolidated Cash & Liquidity Rollforward:														
Consolidated Beginning Cash	**179,176**	**186,661**	**195,519**	**199,464**	**221,307**	**230,174**	**236,929**	**245,110**	**254,589**	**268,427**	**276,135**	**290,422**	**281,328**	**179,176**
(+/-) Net Cash Flow	7,486	8,858	3,945	21,843	8,867	6,755	8,181	9,480	13,838	7,708	14,287	(9,094)	12,958	115,111
Consolidated Ending Cash	**$ 186,661**	**$ 195,519**	**$ 199,464**	**$ 221,307**	**$ 230,174**	**$ 236,929**	**$ 245,110**	**$ 254,589**	**$ 268,427**	**$ 276,135**	**$ 290,422**	**$ 281,328**	**$ 294,286**	**$ 294,286**
(-) Restricted Cash	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)
Available Liquidity	**$ 182,990**	**$ 191,847**	**$ 195,793**	**$ 217,636**	**$ 226,503**	**$ 233,258**	**$ 241,438**	**$ 250,918**	**$ 264,755**	**$ 272,464**	**$ 286,750**	**$ 277,657**	**$ 290,615**	**$ 290,615**

Note: Week 1 is a stub week reflecting the forecast post-petition activity from Wednesday, July 16, 2025, through Friday, July 18, 2025.

LifeScan Global Corp., *et al.*
Cash Collateral Budget - Debtor

($ in 000's)

Forecast Week Number:	*Week 1*	*Week 2*	*Week 3*	*Week 4*	*Week 5*	*Week 6*	*Week 7*	*Week 8*	*Week 9*	*Week 10*	*Week 11*	*Week 12*	*Week 13*	*Weeks 1-13*
Week Ending:	**18-Jul**	**25-Jul**	**1-Aug**	**8-Aug**	**15-Aug**	**22-Aug**	**29-Aug**	**5-Sep**	**12-Sep**	**19-Sep**	**26-Sep**	**3-Oct**	**10-Oct**	**10-Oct**
Net Operating Receipts	**$ 16,124**	**$ 18,671**	**$ 17,373**	**$ 21,050**	**$ 18,678**	**$ 22,093**	**$ 17,025**	**$ 18,085**	**$ 15,771**	**$ 16,401**	**$ 16,500**	**$ 14,074**	**$ 14,228**	**$ 226,073**
Employee Payroll & Benefits	(50)	(252)	(1,279)	(130)	(900)	(130)	(1,001)	(382)	(905)	(130)	(880)	(382)	(880)	(7,301)
Direct Suppliers, Freight & Distribution	(4,594)	(3,786)	(4,385)	(2,392)	(2,762)	(4,416)	(2,205)	(2,526)	(2,498)	(4,243)	(2,359)	(2,528)	(2,648)	(41,343)
Other Operating Expenses	(1,866)	(1,767)	(14,432)	(2,782)	(7,267)	(10,715)	(4,224)	(13,275)	(3,375)	(6,662)	(3,359)	(12,206)	(3,716)	(85,645)
Operating Disbursements	**$ (6,509)**	**$ (5,806)**	**$ (20,096)**	**$ (5,303)**	**$ (10,929)**	**$ (15,261)**	**$ (7,430)**	**$ (16,183)**	**$ (6,778)**	**$ (11,034)**	**$ (6,598)**	**$ (15,117)**	**$ (7,245)**	**$ (134,289)**
Operating Cash Flow	**$ 9,615**	**$ 12,866**	**$ (2,723)**	**$ 15,747**	**$ 7,749**	**$ 6,832**	**$ 9,595**	**$ 1,902**	**$ 8,993**	**$ 5,367**	**$ 9,902**	**$ (1,043)**	**$ 6,984**	**$ 91,784**
Non-Operating Disbursements	(197)	(54)	(171)	(157)	(99)	(93)	(104)	(104)	(104)	(104)	(104)	(130)	(130)	(1,551)
Restructuring Disbursements	-	(7,000)	-	-	-	-	(6,660)	-	-	-	-	(14,505)	-	(28,165)
Total Non-Operating Disbursements	**$ (197)**	**$ (7,054)**	**$ (171)**	**$ (157)**	**$ (99)**	**$ (93)**	**$ (6,764)**	**$ (104)**	**$ (104)**	**$ (104)**	**$ (104)**	**$ (14,635)**	**$ (130)**	**$ (29,716)**
Intercompany Disbursements	(3,195)	7,803	6,561	4,594	(761)	2,914	1,274	1,230	(393)	11,675	1,162	7,120	165	40,149
Financing Disbursements	-	-	-	-	-	(4,126)	-	-	-	-	-	-	-	(4,126)
Total Financing & Intercompany Disbursments	**$ (3,195)**	**$ 7,803**	**$ 6,561**	**$ 4,594**	**$ (761)**	**$ (1,212)**	**$ 1,274**	**$ 1,230**	**$ (393)**	**$ 11,675**	**$ 1,162**	**$ 7,120**	**$ 165**	**$ 36,023**
Net Cash Flow	**$ 6,223**	**$ 13,614**	**$ 3,667**	**$ 20,184**	**$ 6,889**	**$ 5,526**	**$ 4,105**	**$ 3,028**	**$ 8,496**	**$ 16,938**	**$ 10,960**	**$ (8,558)**	**$ 7,019**	**$ 98,091**
Consolidated Cash & Liquidity Rollforward:														
Consolidated Beginning Cash	**108,516**	**114,739**	**128,354**	**132,021**	**152,205**	**159,094**	**164,620**	**168,725**	**171,753**	**180,248**	**197,186**	**208,146**	**199,588**	**108,516**
(+/-) Net Cash Flow	6,223	13,614	3,667	20,184	6,889	5,526	4,105	3,028	8,496	16,938	10,960	(8,558)	7,019	98,091
Consolidated Ending Cash	**$ 114,739**	**$ 128,354**	**$ 132,021**	**$ 152,205**	**$ 159,094**	**$ 164,620**	**$ 168,725**	**$ 171,753**	**$ 180,248**	**$ 197,186**	**$ 208,146**	**$ 199,588**	**$ 206,607**	**$ 206,607**
(-) Restricted Cash	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)	(3,672)
Available Liquidity	**$ 111,068**	**$ 124,682**	**$ 128,350**	**$ 148,533**	**$ 155,422**	**$ 160,949**	**$ 165,053**	**$ 168,081**	**$ 176,577**	**$ 193,515**	**$ 204,475**	**$ 195,917**	**$ 202,936**	**$ 202,936**

Note: Week 1 is a stub week reflecting the forecast post-petition activity from Wednesday, July 16, 2025, through Friday, July 18, 2025.

LifeScan Global Corp., *et al.*
Cash Collateral Budget - Non-Debtor

($ in 000's)

Forecast Week Number:	*Week 1*	*Week 2*	*Week 3*	*Week 4*	*Week 5*	*Week 6*	*Week 7*	*Week 8*	*Week 9*	*Week 10*	*Week 11*	*Week 12*	*Week 13*	*Weeks 1-13*
Week Ending:	**18-Jul**	**25-Jul**	**1-Aug**	**8-Aug**	**15-Aug**	**22-Aug**	**29-Aug**	**5-Sep**	**12-Sep**	**19-Sep**	**26-Sep**	**3-Oct**	**10-Oct**	**10-Oct**
Net Operating Receipts	**$ 4,355**	**$ 9,719**	**$ 11,194**	**$ 9,646**	**$ 8,559**	**$ 10,124**	**$ 9,622**	**$ 10,221**	**$ 8,914**	**$ 9,270**	**$ 9,325**	**$ 9,613**	**$ 9,718**	**$ 120,280**
Employee Payroll & Benefits	(3,577)	(2,245)	(1,451)	(1,218)	(4,525)	(2,264)	(2,056)	(691)	(1,237)	(3,950)	(1,910)	(743)	(1,552)	(27,420)
Direct Suppliers, Freight & Distribution	(460)	(1,868)	(560)	(534)	(494)	(1,224)	(853)	(331)	(331)	(559)	(1,440)	(456)	(448)	(9,558)
Other Operating Expenses	(2,101)	(2,529)	(2,325)	(1,619)	(2,099)	(2,476)	(1,307)	(1,462)	(2,340)	(2,259)	(1,431)	(1,759)	(1,543)	(25,252)
Operating Disbursements	**$ (6,137)**	**$ (6,642)**	**$ (4,337)**	**$ (3,371)**	**$ (7,118)**	**$ (5,963)**	**$ (4,216)**	**$ (2,484)**	**$ (3,909)**	**$ (6,768)**	**$ (4,781)**	**$ (2,958)**	**$ (3,544)**	**$ (62,230)**
Operating Cash Flow	**$ (1,782)**	**$ 3,076**	**$ 6,857**	**$ 6,274**	**$ 1,441**	**$ 4,160**	**$ 5,406**	**$ 7,738**	**$ 5,005**	**$ 2,502**	**$ 4,544**	**$ 6,654**	**$ 6,175**	**$ 58,050**
Non-Operating Disbursements	(151)	(30)	(18)	(21)	(224)	(18)	(56)	(56)	(56)	(56)	(56)	(70)	(70)	(881)
Restructuring Disbursements	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Non-Operating Disbursements	**$ (151)**	**$ (30)**	**$ (18)**	**$ (21)**	**$ (224)**	**$ (18)**	**$ (56)**	**$ (56)**	**$ (56)**	**$ (56)**	**$ (56)**	**$ (70)**	**$ (70)**	**$ (881)**
Intercompany Disbursements	3,195	(7,803)	(6,561)	(4,594)	761	(2,914)	(1,274)	(1,230)	393	(11,675)	(1,162)	(7,120)	(165)	(40,149)
Financing Disbursements	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Financing & Intercompany Disbursments	**$ 3,195**	**$ (7,803)**	**$ (6,561)**	**$ (4,594)**	**$ 761**	**$ (2,914)**	**$ (1,274)**	**$ (1,230)**	**$ 393**	**$ (11,675)**	**$ (1,162)**	**$ (7,120)**	**$ (165)**	**$ (40,149)**
Net Cash Flow	**$ 1,262**	**$ (4,757)**	**$ 278**	**$ 1,660**	**$ 1,978**	**$ 1,229**	**$ 4,076**	**$ 6,451**	**$ 5,342**	**$ (9,229)**	**$ 3,326**	**$ (536)**	**$ 5,939**	**$ 17,019**
Consolidated Cash & Liquidity Rollforward:														
Consolidated Beginning Cash	**70,659**	**71,922**	**67,165**	**67,443**	**69,103**	**71,080**	**72,309**	**76,385**	**82,837**	**88,179**	**78,949**	**82,276**	**81,740**	**70,659**
(+/-) Net Cash Flow	1,262	(4,757)	278	1,660	1,978	1,229	4,076	6,451	5,342	(9,229)	3,326	(536)	5,939	17,019
Consolidated Ending Cash	**$ 71,922**	**$ 67,165**	**$ 67,443**	**$ 69,103**	**$ 71,080**	**$ 72,309**	**$ 76,385**	**$ 82,837**	**$ 88,179**	**$ 78,949**	**$ 82,276**	**$ 81,740**	**$ 87,679**	**$ 87,679**
(-) Restricted Cash	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Available Liquidity	**$ 71,922**	**$ 67,165**	**$ 67,443**	**$ 69,103**	**$ 71,080**	**$ 72,309**	**$ 76,385**	**$ 82,837**	**$ 88,179**	**$ 78,949**	**$ 82,276**	**$ 81,740**	**$ 87,679**	**$ 87,679**

Note: Week 1 is a stub week reflecting the forecast post-petition activity from Wednesday, July 16, 2025, through Friday, July 18, 2025.