This document has been electronically entered in the records of the United States Bankruptcy Court for the Southern District of Ohio.

IT IS SO ORDERED.

Dated: August 28, 2025

Mina Nami Khorrami
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re:	)	Chapter 11
AMPLIFYBIO, LLC, *et al*.,	)	Case No. 25-52140
	)	Judge Nami Khorrami
Debtors.[1]	)	(Jointly Administered)

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO UTILIZE CASH COLLATERAL; (II) PROVIDING ADEQUATE PROTECTION TO THE PREPETITION LENDER; (III) MODIFYING THE AUTOMATIC STAY; AND (IV) GRANTING RELATED RELIEF
[RELATED TO DOCKETS NO. 11 and 42]

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: AmplifyBio, LLC (1671); and ADOC SSF, LLC (3792). The corporate headquarters and the mailing address for the Debtors is 1425 NE Plain City-Georgesville Road, Building JM-10, West Jefferson, Ohio 43162.

Upon the motion (Doc. 11) (the "Motion")[2] of AmplifyBio, LLC ("AmplifyBio"), and ADOC SSF, LLC ("ADOC") as debtors and debtors in possession (individually a "Debtor" and collectively, the "Debtors") in their above-captioned jointly administered chapter 11 cases (the "Cases"), pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d) and 507(b) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rules 2002-1, 4001-2, 4001-3, and 9013-1 of the Local Bankruptcy Rules (the "Local Rules") of the United States Bankruptcy Court for the Southern District of Ohio (this "Court"), and the provisions of *General Order 30-4* entered in this District, seeking entry of an interim order (which was entered as the *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Liens and Superpriority Administrative Expense Claims to the Postpetition Lender, and (C) Utilize Cash Collateral; (II) Providing Adequate Protection to the Prepetition Lender; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* (Doc. 42) (the "Interim Order")) and this final order (the "Final Order") granting the following relief[3] on a final basis:

a. authorizing the Debtors' use, as limited by the Approved Budget (as defined below), of "cash collateral" ("Cash Collateral") as such term is defined in Bankruptcy Code section 363 which shall include, without limitation, all cash and cash equivalents of the Debtors, whenever or wherever acquired, and the proceeds of all collateral pledged to the Prepetition Lender (as defined below), all in accordance with the terms set forth herein;

b. granting adequate protection to Battelle Memorial Institute, an Ohio not for profit corporation ("Battelle"), in its capacity as the holder of the Prepetition Debt (referred to herein as the "Prepetition Lender") under that certain *Loan and Security Agreement*, dated as of December 27, 2022 (as amended, restated, amended and restated, modified, supplemented, or extended from time to time, the "Prepetition Loan Agreement") by and among the Debtors and Hercules Capital, Inc., for itself

[2] Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion, the Interim Order or, if not otherwise defined, as defined or used in the Bankruptcy Code.

[3] The Motion also sought approval of postpetition financing under a proposed Debtor in Possession Credit Agreement attached thereto as Exhibit 2. The Debtors are no longer seeking approval of the DIP Credit Agreement or any other form of postpetition financing.

and as agent ("Hercules") which was assigned by Hercules to Battelle in April 2025, and all security agreements, pledge agreements, notes, mortgages, guarantees, control agreements, collateral access agreements, subordination agreements, and related agreements and documents (collectively, with the Prepetition Loan Agreement, as amended, modified, supplemented, extended, restated, or replaced from time to time, the "Prepetition Loan Documents"), all such adequate protection with the priority set forth in this Final Order and otherwise in accordance with the terms set forth in this Final Order;

c. approving the application of collections and proceeds of all of the Prepetition Collateral (as defined below) and the payment of Prepetition Obligations (as defined below) and Postpetition Obligations in the manner and on the terms set forth in this Final Order;

d. the waiver by the Debtors of (i) any right to surcharge the Prepetition Collateral pursuant to Bankruptcy Code section 506(c), (ii) any rights under the "equities of the case" exception in Bankruptcy Code section 552(b), and (iii) the equitable doctrine of "marshaling" or any similar doctrine with respect to the Prepetition Collateral;

e. modifying the automatic stay imposed by Bankruptcy Code section 362 to the extent hereinafter set forth and waiving the fourteen (14) day stay provisions of Bankruptcy Rule 4001(a)(4); and

f. waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Final Order.

Notice of the Motion, the relief requested therein, the Interim Hearing (as defined below) and the Final Hearing (as defined below) ("Notice") having been served by the Debtors in accordance with Bankruptcy Rule 4001(c) on: (i) the United States Trustee for the Southern District of Ohio (the "U.S. Trustee"); (ii) persons on the Master Notice Matrix; (iii) the United States Attorney's Office for the Southern District of Ohio; (iv) the Internal Revenue Service; (v) the state taxing authorities of Ohio; (vi) any party that has requested notice pursuant to Bankruptcy Rule 2002; (vii) all parties known to the Debtors who hold any liens or security interests in the Debtors' assets, including those parties who have filed UCC-1 financing statements against either Debtor, or who, to either Debtor's knowledge, have asserted any liens on any of the Debtors' assets; (viii) all landlords and warehousemen of the Debtors; (ix) all creditors known to the Debtors to be holding

a claim under Bankruptcy Code section 503(b)(9); (x) any other governmental bodies holding a claim against either Debtor; (xi) the Official Committee of Unsecured Creditors (the "Committee"); and (xii) all other parties entitled to receive notice pursuant to the Bankruptcy Rules and the Local Rules (collectively, the "Noticed Parties").

The initial hearing on the Motion having been held by this Court on May 21, 2025 (the "Interim Hearing"), the Interim Order having been entered by this Court on May 23, 2025 (Doc. 42), (which was extended from time to time by appropriate stipulations) and a final hearing on the Motion having been held by this Court on August 28, 2025 (the "Final Hearing").

Based upon the record made by the Debtors at the Interim Hearing and the Final Hearing, including the Motion, the *Declaration of Kasey Rosado in Support of the Chapter 11 Petition and First Day Pleadings* (Doc. 16) (the "First Day Declaration"), the *Declaration of Kasey Rosado, Chief Restructuring Officer, in Support of the Debtors' Motion Authorizing the Debtors to Obtain Postpetition Financing and Use Cash Collateral* (Doc. 13) (the "Declaration" and, together with the First Day Declaration, the "Supporting Declarations"), and the filings and pleadings in the Cases, with all objections, if any, to the entry of the Final Order having been withdrawn, resolved, or overruled, and after due deliberation and consideration, and good and sufficient cause appearing therefor:

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[4]

A. **Petition**. On May 16, 2025 (the "Petition Date"), the Debtors commenced the Cases by filing petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors continue

[4] Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

to operate their business and manage their property as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. On June 3, 2025, the U.S. Trustee appointed the Committee (Doc. 62). No trustee, examiner, or other official committee has been appointed in the Cases.

B. **Jurisdiction and Venue**. The Court has jurisdiction over these Cases, the Motion, the Interim Order, this Final Order, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334 and the Standing Order of Reference entered in this District. The Motion is a "core" proceeding as defined in 28 U.S.C. §§ 157(b)(2)(A), (D), and (M). Venue of the Cases and the Motion in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. **Notice**. The Final Hearing was held in accordance with Bankruptcy Rule 4001. Under the circumstances, the Notice given by the Debtors of the Motion, the Final Hearing, and the relief granted herein to the Noticed Parties in accordance with Bankruptcy Rule 4001(b) and (c), and the Local Rules, is proper, timely, and sufficient, and no other notice need be given.

D. **Debtors' Acknowledgement and Agreements**. In the Interim Order, the Debtors admitted, stipulated, acknowledged and agreed that:

(1) (a) Prepetition Loan Documents. Debtors and Hercules entered into a Loan and Security Agreement dated December 27, 2022 (as thereafter amended, the "Prepetition Loan Agreement"), pursuant to which Hercules agreed to loan up to $50,000,000 to Debtors. The loan was to be made in two tranches, a first tranche in the amount of $30,000,000, and a second tranche in the amount of $20,000,000 if certain conditions precedent were met (they were not met). The loan was secured by (i) an Open End Mortgage and Security Agreement upon Debtor AmplifyBio's Real Property located at 1425 Plain City-Georgesville Road, Building JM-10, West

Jefferson, Ohio 43162 (a 28-acre parcel along with a 205,686 square foot building), recorded with the Madison County, Ohio Recorder on September 12, 2023 as Instrument 2023-2679 (the "Existing First Mortgage"); (ii) a fixture filing recorded with the Madison County, Ohio Recorder, on September 12, 2023 as Instrument Number 2023-2680; (iii) a blanket lien upon Debtors' personal property, perfected by filing of UCC-1 financing statements with the State of Delaware, Instrument Nos. 2022-0702496 and 2023-6159403 (both as to Debtor AmplifyBio) and 2022-0702504 (as to Debtor ADOC); (iv) a blocked account agreement concerning Debtors' bank accounts at JPMorgan Chase Bank; (v) a perfected security interest in Debtors' patents, trademarks and other intellectual property; (vi) all cash on hand and in bank accounts at the Petition Date; (vii) all other Collateral described in the Prepetition Loan Documents; and (viii) all proceeds and products of all of the foregoing (collectively, the "Prepetition Collateral"). The Prepetition Loan Agreement, all related documents and all of the foregoing, as later amended, are the "Prepetition Loan Documents". The Prepetition Loan Documents were assigned by Hercules to Battelle on April 14, 2025.

(b) Amount Owed Under the Prepetition Loan Documents. As of the Petition Date, the aggregate principal amount owed by Debtors to Battelle as the Prepetition Lender as holder of the Prepetition Loan Documents was $28,071,890.43, together with interest, costs, fees, expenses, an Early Payment Fee and End of Term Fee and any other charges and liabilities, accrued or accruing, or chargeable, whether due to become due, matured, or continued, all as set forth in the Prepetition Loan Agreement (collectively, the "Prepetition Obligations"). The Prepetition

Obligations shall be deemed to have been automatically accelerated on the Petition Date as a result of the commencement of the Cases in accordance with the terms of the Prepetition Loan Documents and all commitments of the Prepetition Lender have been terminated. The Prepetition Obligations constitute allowed, legal, valid, binding, enforceable, and non-avoidable obligations of the Debtors, and are not subject to any offset, deduction, defense, counterclaim, avoidance, recovery, recharacterization, or subordination pursuant to the Bankruptcy Code or any other applicable law, and the Debtors do not possess and shall not assert any claim, counterclaim, setoff, deduction, or defense of any kind, nature, or description which would in any way impair, reduce, or affect the validity, enforceability, and non-avoidability of any of the Prepetition Obligations.

(c) Other Obligations Owed to Battelle. In addition, Debtor AmplifyBio owes not less than $2,166,637.39 to Battelle under a Facilities Support Agreement and Administrative Support Services Agreement, as well as for services provided by Battelle under various project agreements, which amount may increase for additional services provided before the Petition Date.

(d) Prepetition Loans from Affiliate. Further, as of the Petition Date, the aggregate of the prepetition amounts owed by Debtor AmplifyBio to Battelle Services Company, Inc., a wholly owned subsidiary of Battelle ("BSCI") was the principal sum of $3,160,000 under certain Convertible Securities issued in February 2025, together with interest, fees, costs and expenses as set forth therein.

(2) Prepetition Collateral (for Prepetition Obligations).

(a) As of the Petition Date, the Prepetition Obligations were secured pursuant to the Prepetition Loan Documents by valid, binding, perfected, enforceable, and non-avoidable first-priority security interests and liens upon the Prepetition Collateral granted by Debtors to the Prepetition Lender, including the Existing First Mortgage on the Real Property ("Prepetition Liens").

(b) The Prepetition Lender has a valid, binding, and perfected nonavoidable and first-priority security interest in and lien on all of the Debtors' Cash Collateral, including all amounts on deposit in all of the Debtors' banking, checking, or other deposit accounts, whether as original collateral or proceeds of other Prepetition Collateral, and all such Cash Collateral is part of the Prepetition Collateral.

(c) The Debtors do not possess and will not assert any claim, counterclaim, setoff, deduction, or defense of any kind, nature, or description which would in any way impair, reduce, or affect the validity, enforceability and non-avoidability of the Prepetition Obligations or any of the Prepetition Lender's liens, claims, or security interests in the Prepetition Collateral, which claims, liens and security interests are not subject to subordination or avoidance pursuant to the Bankruptcy Code or any other applicable law.

E. **Adequate Protection**.

(1) Adequate Protection Obligations. The Prepetition Lender is entitled to adequate protection resulting from (i) use of the Cash Collateral, (ii) use, sale, lease, decrease, or depreciation or other diminution in value of the Prepetition Collateral, (iii) the subordination to

the Carve-Out, (iv) the imposition of the automatic stay under Bankruptcy Code section 362(a), and (v) otherwise pursuant to Bankruptcy Code sections 361(a) and 363(c); and

(2) The amount of the aggregate diminution in value in the Prepetition Lender's interests in the Prepetition Collateral resulting from (i) use of Cash Collateral, (ii) use, sale, lease, decrease, or depreciation or other diminution in value of the Prepetition Collateral, (iii) the subordination to the Carve-Out; (iv) the imposition of the automatic stay under Bankruptcy Code section 362(a), and (v) otherwise pursuant to Bankruptcy Code sections 361(a) and 363(c) is collectively referred to in this Final Order as "Adequate Protection Obligations." In exchange for the Adequate Protection (defined in section II below) to cover the Adequate Protection Obligations, the Prepetition Lender has agreed to the Debtors' use of Cash Collateral on the terms set forth in the Interim Order and this Final Order.

(3) Necessity for Adequate Protection. The adequate protection and other treatment agreed to be provided by the Debtors pursuant to Section II below of this Final Order is authorized by the Bankruptcy Code, will minimize disputes and litigation over use of the Cash Collateral, and will facilitate the Debtors' ability to wind down their business operations.

F. **Budget**. Based upon the record presented to the Court by the Debtors, (i) the Debtors have prepared and delivered the Budget (a copy of such Budget being annexed hereto as **Exhibit 1** (the "Approved Budget")) to the Prepetition Lender and the Committee, (ii) the Approved Budget has been thoroughly reviewed by the Debtors and their advisors along with the Committee and its advisors, and (iii) the Approved Budget sets forth, among other things, the projected cash receipts and disbursements for the periods covered thereby. The Debtors believe in good faith that the Approved Budget is achievable and will allow the Debtors to operate in chapter 11 without the accrual of unpaid administrative expenses during the term of the Approved

Budget. The Prepetition Lender is relying upon the Debtors' compliance with the Approved Budget in determining to agree to use of its Cash Collateral.

G. **Prior Liens**. Nothing herein contained is intended to (i) subordinate, invalidate, negate, avoid, or prejudice the holders of prior liens held by Persons other than the Prepetition Lender (the "Prior Lien" or "Prior Liens"), (ii) find or rule that any other Prior Liens are valid, binding, perfected, enforceable, non-avoidable, or senior, or (iii) prejudice the right of any party in interest, including, without limitation, the Debtors, the Committee, or the Prepetition Lender, from challenging the validity, enforceability, perfection, extent, or priority of any Prior Lien (or any Prior Liens), excepting only the liens of the Prepetition Lender in the Prepetition Collateral.

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

(1) Business Judgment and Good Faith Pursuant to Section 363(m). The Debtors represent that (i) the Debtors and the Prepetition Lender have negotiated at arms' length and in good faith regarding the terms of the Interim Order and this Final Order, and (ii) the terms of this Final Order are fair and reasonable, reflect the Debtors' exercise of prudent business judgment, and constitute reasonably equivalent value and fair consideration. Any use of Cash Collateral based upon this Final Order, shall be deemed to have been extended in "good faith" (as that term is used in Bankruptcy Code section 363(m)) by the Prepetition Lender.

(2) Good Cause. The Debtors represent that the relief requested in the Motion is necessary, essential, and appropriate and is in the best interest of and will benefit the Debtors and their Estates, as its implementation will, among other things, provide the Debtors with the necessary liquidity to (i) minimize disruption to the Debtors' efforts for the orderly wind-down of their business, (ii) preserve and maximize the value of the Debtors' Estates, and (iii) avoid immediate and irreparable harm to the Debtors and their assets.

(3) Entry of Order Appropriate. Sufficient cause exists for entry of this Final Order pursuant to Bankruptcy Rule 4001(c)(2). No party appearing in the Cases has filed or made an objection to the relief sought in the Motion or the entry of this Final Order, or any objections that were made (to the extent such objections have not been resolved or withdrawn) are hereby overruled.

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

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that:

I. Authorization to Use Cash Collateral. Subject to the terms and conditions of this Final Order, pursuant to Bankruptcy Code section 363(c)(2), the Debtors are authorized to use Cash Collateral in accordance with the Approved Budget and the provisions of this Final Order. The Debtors shall cause Debtors' disbursements, on an aggregate basis, to be not more than one hundred ten percent (110%) of the amount set forth in the Approved Budget; provided, that any unused amounts set forth in the Approved Budget may be carried forward on an aggregate and cumulative basis for use in any subsequent week of forecasted disbursements set forth in the Approved Budget for the applicable period (the "Permitted Variance"), such covenant to be tested on a rolling two week period provided that for the initial one week test such covenant shall be tested against the Approved Budget as follows: (i) for the first week based on one week forecast and one week actual; and (ii) for the second week based on two weeks forecast and two weeks actual, in each case, on a cumulative basis. The Permitted Variance shall not apply to amounts included in the Approved Budget for the Carve-Out (defined below), including without limitation, Allowed Professional Fees and Statutory Fees. Any proposed use of the Payment in excess of the Approved Budget or for items not included on the Approved Budget may only be on reasonable

prior notice to, and subject to the approval of, the Committee (which shall not be unreasonably withheld) or, if a majority of the Committee does not agree, pursuant to further order of the Bankruptcy Court. Upon the termination of the Debtors' right to use Cash Collateral in accordance with the Approved Budget, and this Final Order, the Debtors shall no longer be authorized to use Cash Collateral without the prior written approval of the Prepetition Lender.

The Approved Budget runs through September 30, 2025. The Debtors, the Prepetition Lender and the Committee have submitted a proposed Settlement Agreement dated August 13, 2025 (the "Settlement Agreement") for approval on August 28, 2025. If the settlement described therein proceeds and closes, and the transfers to the Prepetition Lender as the successful bidder under the Bidding Procedures Order (described in Article IV below) have occurred, then the Prepetition Lender's liens will have been released at the end of the period reflected on the Approved Budget and any cash held by Debtors at that time will no longer be considered Cash Collateral of the Prepetition Lender. Immediately upon court approval of the Settlement Agreement and the funding by the Prepetition Lender of the $3,000,000 in settlement proceeds, the Prepetition Lender (i) shall be deemed not to have any lien, claim, encumbrance or other interest of any nature or kind whatsoever on such settlement proceeds, and (ii) such settlement proceeds will not be considered Cash Collateral of the Prepetition Lender. If the settlement is not approved, or if approved but not concluded by September 30, 2025, both will be an Event of Default under section V below and the Prepetition Lender reserves all of its rights in connection therewith.

II. Adequate Protection for Prepetition Lender. As adequate protection for the interests of the Prepetition Lender, on account of the Adequate Protection Obligations owed to the Prepetition Lender, until the first to occur of: (i) the indefeasible discharge of the Prepetition Obligations, or

(ii) the closing under the Settlement Agreement and the closing of the sale as described in Article IV below, the Prepetition Lender is being provided with adequate protection (collectively, the "Adequate Protection"), as follows:

A. **Replacement Liens**. A valid, binding, enforceable, and perfected replacement and additional security interests in and liens (the "Replacement Liens") on all the Debtors' assets, including assets acquired after the Petition Date, with the same scope and extent set forth in the Prepetition Loan Documents.

(1) The Replacement Liens shall be deemed to be fully perfected as of the Petition Date and, not subject to subordination or avoidance for any cause or purpose in the Cases or any subsequent Chapter 7 cases.

(2) Except for the Carve Out, the Replacement Liens (i) shall not be made subject to or *pari passu* with any lien or security interest by any court order heretofore or hereafter entered in the Cases (unless with the consent of the Prepetition Lender); (ii) shall not be subject to Bankruptcy Code sections 506(c), 510, 549, or 550; and (iii) no lien or interest avoided and preserved for the benefit of the Estates pursuant to Bankruptcy Code section 551 shall be made *pari passu* with or senior to the Replacement Liens.

B. **Liens on Real Property**. As further Adequate Protection to secure the Adequate Protection Obligations, the Prepetition Lender is hereby granted: a lien on Debtor AmplifyBio's Real Property, subject only to the Carve-Out and the Existing First Mortgage (the "Adequate Protection Liens").

C. **Superpriority Claim**. As further Adequate Protection for the Adequate Protection Obligations, the Prepetition Lender is hereby granted an allowed superpriority administrative expense claim (the "Superpriority Claim") against the Debtors' Estates under Bankruptcy Code

sections 503 and 507(b), which shall, subject only to the Carve-Out, have priority over all other administrative expense claims, priority claims, and unsecured claims against the Debtors or their Estates, which are now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses and priority or other claims of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 364, 365, 503(a), 503(b), 506(c) (upon entry of the Final Order), 507(a), 507(b), 546(c), 546(d), 726, 1113 and 1114.

D. **Reservation of Rights Regarding Postpetition Interest**. As further Adequate Protection, and without limiting any rights of the Prepetition Lender under Bankruptcy Code section 506(b), which are hereby preserved, the Prepetition Lender expressly reserves the right to assert a claim for payment of postpetition interest on account of the outstanding Prepetition Obligations under the Prepetition Loan Documents, default interest and any and all of its reasonable fees, costs, expenses, and charges accrued and payable under the Prepetition Loan Documents, including, without limitation, the fees and expenses of the Prepetition Lender as provided in Section 11.12 of the Prepetition Loan Agreement, whether accrued and unpaid prepetition or accrued and unpaid postpetition, along with any Prepayment Fee or End of Term Fee under the Prepetition Loan Documents. The Debtors, the Committee and all parties-in-interest expressly reserve the right to contest or object to any such claim(s) that might be asserted by the Prepetition Lender.

E. **Pathfinder Sale Proceeds.** On June 13, 2025, the Court entered the *Order (I) Authorizing the Private Sale of Certain of the Debtors' Assets Free and Clear of all Liens, Claims, Encumbrances and Interests; (II) Waiving the 14 Day Stay Imposed Under Bankruptcy Rule 6004(h); and (III) Granting Related Relief* (Doc. 90) (the "Pathfinder Sale Order") which authorized the sale of certain assets to Pathfinder Oncology, Inc. Pursuant to the Pathfinder Sale

Order, the Debtors have been holding the sale proceeds in the amount of $178,000 pending further order of the Court (the "Pathfinder Sale Proceeds"). Pursuant to the Settlement Agreement, the Pathfinder Sale Proceeds are to be paid over to the Prepetition Lender. The Debtors are hereby authorized and directed to make such payment consistent with the terms of the Settlement Agreement.

III. Carve Out.

A. **Carve-Out**. The Superpriority Claim, Adequate Protection Liens and any other liens or claims granted by the Interim Order or this Final Order shall be subject only to the right of payment of the following expenses (collectively, the "Carve-Out"), to the extent provided herein:

(1) statutory fees payable to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6) with respect to the Debtors (the "Statutory Fees"), including any interest payable thereon under 31 U.S.C. § 3717 (if any), and any fees payable to the Clerk of the Court;

(2) the allowed fees and expenses actually incurred by persons or firms retained by the Debtors or the Committee on or after the Petition Date and prior to the Trigger Date (defined below), whose retention is approved by the Bankruptcy Court (whether prior to or after the Trigger Date) pursuant to Bankruptcy Code sections 327, 328, 363, or 1103 (each a "Professional" and collectively, the "Professionals"), and payable subject in all respects to the terms of this Final Order, and any other interim or other compensation order entered by the Bankruptcy Court (the "Interim Compensation Procedures"), in an amount (i) not to exceed the lesser of (a) the aggregate weekly amounts budgeted for each such Professional in accordance with the Approved Budget for the period preceding the Trigger Date (to the extent a Trigger Date occurs mid-week, pro-rated for such week), provided, that the budgeted disbursements for subsequent Approved Budget periods shall be amended so that the Debtors may (a) carry forward any unspent budgeted

line item disbursements for Professionals from prior periods and (b) carry back any unspent budgeted line item disbursements for Professionals from future periods, and (b) the actual allowed amount of such Professional Fees for each Professional incurred on or after the Petition Date up through and including the Trigger Date, subject to Section III.D.(3) of this Final Order ("Allowed Professional Fees"), plus (ii) the fees and expenses incurred by the Professionals in an aggregate amount not to exceed $100,000 ($75,000 for the Debtors' professionals and $25,000 for the Committee's professionals), after the Trigger Date, the aggregate amount of clauses (i) and (ii) (collectively, the "Carve-Out Cap"). "Trigger Date" shall mean the date of an Event of Default under this Final Order and delivery of a written notice (the "Carve-Out Trigger Notice") by the Prepetition Lender to the (i) U.S. Trustee, (ii) the Debtors and Debtors' counsel, and (iii) counsel for the Committee. Subject to the terms of this Final Order, the Carve-Out Cap shall not include any bonus, sale transaction fees, success fees, completion fees, substantial contribution fees, or any other fees of similar import of any of the Professionals and shall be allocated on a Professional-by-Professional basis based upon the amounts budgeted to be funded in advance for each Professional pursuant to the Approved Budget.

B. **Payment of Carve-Out**.

(1) The Debtors shall maintain a segregated account for the payment of Allowed Professional Fees (the "Carve-Out Reserve Account"), which account shall be funded by or on behalf of the Debtors in accordance with the Approved Budget on a weekly basis, in advance, until the occurrence of a Trigger Date, provided that funds in the Carve-Out Reserve Account shall remain property of the Debtors' Estates subject to the Prepetition Lien and to the extent provided by applicable law but shall be subject to the distribution procedures in this paragraph. From funds in the Carve-Out Reserve Account, Debtors shall pay the Professionals the Allowed Professional

Fees in compliance with the Interim Compensation Procedures and in the manner set forth in this Final Order in accordance with the Approved Budget; *provided*, *however*, that, to the extent that Allowed Professional Fees that have accrued from the Petition Date through and including the Trigger Date are less than the amounts funded into the Carve-Out Reserve Account, the excess amounts in the Carve-Out Reserve Account shall be first applied to fund the Carve-Out Cap and then to the Prepetition Lender.

(2) The Carve-Out Cap shall be reduced on a dollar-for-dollar basis by the amounts actually funded into the Carve-Out Reserve Account and/or the amounts actually paid on account of the Carve-Out. Prepetition Lender shall not, under any circumstance, be responsible for the direct payment or reimbursement of any fees or disbursements of any Professionals incurred in connection with the Cases or Successor Cases (as defined below) under any chapter of the Bankruptcy Code, and nothing in this Section III shall be construed to obligate Prepetition Lender, in any way, to pay compensation to or to reimburse expenses of any Professional, or to ensure that the Debtors have sufficient funds to pay such compensation or reimbursement.

(3) Nothing herein shall be construed as a consent to the allowance of the fees and expenses of any Professional or shall affect the right of the Prepetition Lender to object to the allowance and payment of such fees and expenses.

IV. Auction Results. The auction of Debtors' assets pursuant to the *Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtors' Assets Free and Clear of All Encumbrances Other than Assumed Liabilities and Permitted Exceptions, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases (II) Approving Certain Bidding Procedures and Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof (III) Approving Break-Up Fee, and (IV) Granting Related Relief* entered

on June 27, 2025 (Doc. 149) (the "Bidding Procedures Order"), was conducted on August 19, 2025 at which the Prepetition Lender was the successful bidder. The complete results of the auction are set forth in the *Notice of Successful Bidder for the Sale of Debtors' Assets* filed August 19, 2025 (Doc. 252). A separate order approving the sale of assets will be entered.

V. Default; Rights and Remedies; Relief from Stay.

A. **Events of Default**. The following shall constitute an "Event of Default" under this Final Order:

(1) The proposed Settlement Agreement is (a) not approved by the Bankruptcy Court, or (b) not concluded by September 30, 2025 in accordance with the terms thereof, unless the Prepetition Lender agrees in writing to an extension of the closing of the Settlement Agreement;

(2) The Debtors sell, transfer, lease, encumber, or otherwise dispose of any portion of the Prepetition Collateral without an order of this Court; or

(3) The Debtors use Cash Collateral for any purpose other than as set forth in the Approved Budget and herein.

B. **Rights and Remedies Upon Event of Default/Relief from Stay**.

(1) Upon the occurrence of and during the continuance of an Event of Default, and subject to clause (vi) of this Section V.B.(1), without the necessity of seeking relief from the automatic stay or any further order of the Court, and after providing not less than five (5) business days' advance written notice thereof (the "Notice Period"), which notice may be by electronic mail (the "Enforcement Notice"), to counsel to the Debtors, the U.S. Trustee, and counsel to the Committee, the Prepetition Lender shall be entitled to take any action and exercise all rights and remedies provided by this Final Order or the Prepetition Loan Agreement, or applicable law, unless otherwise ordered by this Court, as the Prepetition Lender may deem appropriate in its sole

discretion to, among other things: (i) the Prepetition Lender shall be entitled to immediately terminate the Debtors' right to use Cash Collateral, without further application or order of this Court, *provided*, *however*, that the Debtors shall have the right to use Cash Collateral to pay its weekly ordinary course payroll and/or contractor payments included in the Approved Budget through the date on which such Event of Default occurs, (ii) the Debtors shall be bound by all post-default restrictions, prohibitions, and other terms as provided in this Final Order, and the Prepetition Loan Documents, (iii) the Prepetition Lender shall be entitled to charge the default rate of interest under the Prepetition Loan Agreement and seek recovery of all Prepetition and Postpetition Obligations; (iv) upon entry of an order of the Court granting relief from the automatic stay imposed under Bankruptcy Code section 362(a) (which order shall be obtained in accordance with the procedures set forth under Section V.(C) below), the Prepetition Lender shall be entitled to take any other act or exercise any other right or remedy as provided in this Final Order, the Prepetition Loan Documents, or applicable law, including, without limitation, setting off any Prepetition Obligations with Prepetition Collateral, or proceeds in the possession of the Prepetition Lender, and enforcing any and all rights and remedies with respect to the Prepetition Collateral, as applicable.

(2) Upon the occurrence and during the continuance of an Event of Default, and upon entry of an order of the Court granting relief from the automatic stay imposed under Bankruptcy Code section 362(a) (which order shall be obtained in accordance with the procedures set forth under Section V.(C) below), the Prepetition Lender shall be entitled to take any action and exercise all rights and remedies provided to them by this Final Order, the Prepetition Loan Documents, or applicable law, unless otherwise ordered by this Court, as the Prepetition Lender may deem appropriate in its sole discretion to, among other things, proceed against and realize

upon the Prepetition Collateral or any other assets or properties of the Debtors' Estates upon which the Prepetition Lender has been or may hereafter be granted liens or security interests to obtain the full and indefeasible payment of all the Prepetition Obligations.

(3) Additionally, upon the occurrence and during the continuance of an Event of Default and the exercise by the Prepetition Lender of its rights and remedies under this Final Order, or Prepetition Loan Documents, the Debtors shall cooperate with the Prepetition Lender in the exercise of rights and remedies and assist the Prepetition Lender in effecting any sale or other disposition of the Prepetition Collateral required by the Prepetition Lender, including any sale of Prepetition Collateral pursuant to Bankruptcy Code section 363 or assumption and assignment of Prepetition Collateral consisting of contracts and leases pursuant to Bankruptcy Code section 365, in each case, upon such terms that are acceptable to the Prepetition Lender.

(4) Upon the occurrence and during the continuance of an Event of Default, and upon entry of an order of the Court granting relief from the automatic stay imposed under Bankruptcy Code section 362(a) (which order shall be obtained in accordance with the procedures set forth under Section V.(C) below), in connection with a liquidation of any of the Prepetition Collateral, the Prepetition Lender (or any of their employees, agents, consultants, contractors, or other professionals) shall have the right, at the sole cost and expense of the Debtors, to: (i) enter upon, occupy, and use any real or personal property, fixtures, equipment, leasehold interests, or warehouse arrangements owned or leased by the Debtor; *provided*, *however*, the Prepetition Lender may only be permitted to do so in accordance with (a) existing rights under applicable non-bankruptcy law, including, without limitation, applicable leases, (b) any pre-petition (and, if applicable, post-petition) landlord waivers or consents, or (c) further order of the Court on motion and notice appropriate under the circumstances; and (ii) use any and all trademarks, tradenames,

copyrights, licenses, patents, equipment, or any other similar assets of the Debtors, or assets which are owned by or subject to a lien of any third party and which are used by the Debtors in their business, subject to applicable non-bankruptcy law. The Prepetition Lender will be responsible for the payment of any applicable fees, rentals, royalties, or other amounts owing to such lessor, licensor, or owner of such property (other than the Debtors) for the period of time that the Prepetition Lender actually occupies any real property or uses the equipment or the intellectual property (but in no event for any accrued and unpaid fees, rentals, or other amounts owing for any period prior to the date that the Prepetition Lender actually occupies or uses such assets or properties).

(5) The rights and remedies of the Prepetition Lender specified herein are cumulative and not exclusive of any rights or remedies that the Prepetition Lender may have under the Prepetition Financing Documents, or otherwise and may be exercised in whole or in part in any order. The fourteen-day stay provisions of Bankruptcy Rules 6004(h) and 4001(a)(3) are hereby waived.

C. **Relief from Stay**. For the purpose of exercising rights, options, and remedies set forth in this Section V for which relief from the automatic stay imposed by Bankruptcy Code section 362(a) is required, after the occurrence of an Event of Default, the Prepetition Lender may file with the Court a motion for relief from the automatic stay (a "Motion for Relief from Stay") and may seek expedited hearing and disposition thereof. Debtors agree not to object to a hearing on and/or disposition of the Motion for Relief on an expedited basis.

D. **Waiver Agreements**. All rights, options, and remedies granted to the Prepetition Lender in either or both of any landlord or warehouseman's waiver and/or consent executed and delivered in connection with the Prepetition Obligations and Prepetition Loan Agreement,

including the right to access any premises leased by the Debtors and access the Prepetition Collateral, shall be deemed to be continuing, enforceable, and applicable to and binding upon the landlords and other parties to such waiver or consent agreements with respect to the Prepetition Collateral.

VI. Challenges to Prepetition Obligations.

A. In the Interim Order, the Debtors admitted, stipulated, and agreed to the various stipulations and admissions contained in this Final Order, including, without limitation, the stipulations and admissions included in paragraph D (Debtors' Acknowledgments and Agreements) of the Findings of Fact and Conclusions of Law (the "Paragraph D Stipulations"), which stipulations and admissions are and shall continue to be binding upon the Debtors and any successors thereto in all circumstances. Section VIII of the Interim Order also provided deadlines by which the Committee and any other party in interest could challenge the Paragraph D Stipulations. No such actions were filed on or before the expiration of the Challenge Period. Accordingly, the stipulations and admissions contained in this Final Order, including, without limitation, the Paragraph D Stipulations, are also binding upon the Debtors' Estates and all other parties in interest, including the Committee, any creditor or any chapter 7 or chapter 11 trustee appointed or elected for either Debtor (a "Trustee"), for all purposes. Further, (1) the Debtors' stipulations, admissions, and releases contained in this Final Order (including the Paragraph D Stipulations and the releases set forth in Section VII(B) below) are binding on all parties in interest, including the Debtors' Estates, the Committee, any creditor and any subsequently appointed Trustee, case fiduciary, or successors and assigns of the Debtors, the Debtors' Estates, the Committee, or any subsequently appointed Trustee or case fiduciary; (2) the Prepetition Obligations shall constitute allowed claims, not subject to counterclaim, setoff, subordination, recharacterization, defense, or avoidance, for all purposes in these Cases and any subsequent

chapter 7 cases; and (3) the Prepetition Obligations, and the Prepetition Parties (and their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys, or advisors) shall not be subject to any other or further challenge by the Committee or any other party in interest, and the Committee or any such party in interest are hereby enjoined from seeking to exercise the rights of the Debtors' Estates, including, without limitation, any successor thereto (including, without limitation, any estate representative or a Trustee appointed in the Cases or any subsequently converted bankruptcy case of the Debtors) (collectively the "Successor Cases"). This provision shall be binding upon the Debtors, their Estates, all parties in interest in the Cases, and their respective successors and assigns, including any Trustee or other fiduciary appointed in the Cases or Successor Cases and shall inure to the benefit of the Prepetition Lender and the Debtors and their respective successors and assigns.

VII. Debtors' Waivers and Releases.

A. **Section 506(c) Claims and 552(b) Equities**. No costs or expenses of administration which have been or may be incurred in the Cases or Successor Cases at any time shall be charged against the Prepetition Lender, pursuant to Bankruptcy Code section 506(c) without the prior written consent of the Prepetition Lender (and no such consent shall be implied from any other action, inaction, or acquiescence by the Prepetition Lender). The Prepetition Lender shall be entitled to all of the rights and benefits of Bankruptcy Code section 552(b), and the "equities of the case" exception under Bankruptcy Code section 552(b) shall not apply to the Prepetition Lender with respect to proceeds, products, offspring, or profits of any of the Prepetition Collateral.

B. **Release.**

(1) In consideration of and as a condition to the Prepetition Lender consenting to the use of its Cash Collateral, and providing other credit and financial accommodations to the

Debtors pursuant to the provisions of the Interim Order and this Final Order, the Debtors, on behalf of themselves, their successors and assigns, and the Debtors' Estates (collectively, "Releasors"), hereby absolutely releases and forever discharge and acquit the Prepetition Lender, Hercules and BSCI, and each of their respective successors, participants, and assigns, and their present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, and other representatives (all such parties being hereinafter referred to collectively as "Releasees") of and from any and all claims, demands, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages, and any and all other claims, counterclaims, cross claims, defenses, rights of set-off, demands, and liabilities whatsoever of every kind, name, nature, and description, known or unknown, foreseen or unforeseen, matured or contingent, liquidated or unliquidated, primary or secondary, suspected or unsuspected, both at law and in equity, including, without limitation, any so-called "lender liability" claims or defenses, that any Releasor may now or hereafter own, hold, have, or claim to have against Releasees, or any of them for, upon, or by reason of any nature, cause, or thing whatsoever which arose or may have arisen at any time on or prior to the date of this Final Order.

(2) Each Releasor hereby absolutely, unconditionally and irrevocably, covenants and agrees with each Releasee that it will not sue (at law, in equity, in any regulatory proceeding, or otherwise) any Releasee on the basis of any claim released and discharged by each Releasor pursuant to Section VII.(B).(1) above. If any Releasor violates the forgoing covenant, the Debtors agree to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

VIII. Other Rights and Obligations.

A. **No Modification or Stay of this Final Order**. Based upon the record presented to the Court by the Debtors, notwithstanding (i) any stay, modification, amendment, supplement, vacating, revocation, or reversal of this Final Order, the Prepetition Loan Documents, or any term hereunder or thereunder, or (ii) the dismissal or conversion of the Cases, the Prepetition Lender shall retain and be entitled to all of the rights, remedies, privileges, and benefits in favor of the Prepetition Lender pursuant to Bankruptcy Code section 363(m) and this Final Order.

B. **Power to Waive Rights; Duties to Third Parties**. The Prepetition Lender shall have the right, in its sole discretion, to waive any of the terms, rights, and remedies provided or acknowledged in this Final Order ("Lender Rights"), and shall have no obligation or duty to any other party with respect to the exercise or enforcement, or failure to exercise or enforce, any Lender Right(s). Any waiver of any Lender Rights must be in writing and shall apply solely to such party and to the Lender Right so waived and shall not be or constitute a continuing waiver. Any delay in or failure to exercise or enforce any Lender Right shall neither constitute a waiver of such Lender Right, nor cause or enable any other party to rely upon or in any way seek to assert as a defense to any obligation owed by the Debtors to the Prepetition Lender.

C. **Reservation of Rights**. The terms, conditions, and provisions of this Final Order are in addition to and without prejudice to the rights of the Prepetition Lender to pursue any and all rights and remedies under the Bankruptcy Code, the Interim Order, the Prepetition Loan Documents, or any other applicable agreement or law, including, without limitation, rights to seek either or both adequate protection and additional or different adequate protection, to seek relief from the automatic stay, to seek an injunction, to oppose the granting of any interest in the Prepetition Collateral or priority in favor of any other party, to object to any sale of assets, and to

object to applications for either or both allowance and payment of compensation of Professionals or other parties seeking compensation or reimbursement from the Estates.

D. **Modification of the Automatic Stay**. The automatic stay under Bankruptcy Code section 362(a) is hereby modified as necessary to effectuate all of the terms and provisions of this Final Order and the Prepetition Loan Documents, including, without limitation, the authorization to make payments, granting of liens, and perfection of liens.

E. **Binding Effect**.

(1) The provisions of this Final Order, the Prepetition Loan Documents, the Superpriority Claim, Replacement Liens, Adequate Protection Liens, and any and all rights, remedies, privileges, and benefits in favor of the Prepetition Lender, provided or acknowledged in this Final Order, and any actions taken pursuant thereto, shall be effective immediately upon entry of this Final Order notwithstanding Bankruptcy Rules 6004(h) and 7062 or any other Bankruptcy Rule, shall continue in full force and effect, and shall survive entry of any such other order, including, without limitation, any order which may be entered confirming any plan of reorganization, converting the Cases to any other chapter under the Bankruptcy Code, or dismissing the Cases.

(2) Any order dismissing the Cases under Bankruptcy Code section 1112 or otherwise shall be deemed to provide (in accordance with Bankruptcy Code sections 105 and 349) that (i) the Prepetition Lender's liens on and security interests in the Prepetition Collateral shall continue in full force and effect notwithstanding such dismissal until the obligations owed to such parties, respectively, are indefeasibly paid and satisfied in full, and (ii) this Court shall retain jurisdiction, to the extent permissible under applicable law, notwithstanding such dismissal, for the purposes of enforcing the rights granted herein.

(3) This Final Order shall be binding upon, the Debtors, their Estates, the Committee, all parties in interest in the Cases, and their respective successors and assigns, including any Trustee or other fiduciary appointed in the Cases or any Successor Cases of the Debtors and shall inure to the benefit of the Prepetition Lender and its successors and assigns.

F. **Marshalling**. In no event shall the Prepetition Lender be subject to the equitable doctrine of "marshalling" or any similar doctrine with respect to the Prepetition Collateral or the property subject to the Adequate Protection Liens.

G. **Proofs of Claim**. Notwithstanding the entry of an order establishing a bar date in these Cases, or the conversion of these Cases to cases under chapter 7 of the Bankruptcy Code, the Prepetition Lender shall not be required to file proofs of claim in the Cases or Successor Cases with respect to any of the amounts set forth in the Paragraph D Stipulations, Adequate Protection Superpriority Claim, or any other claims or liens granted hereunder or created hereby. The Prepetition Lender is hereby authorized and entitled, in its sole and absolute discretion, to file (and amend and/or supplement, as they see fit) proofs of claim in the Cases if they so choose.

H. **Waiver of Bankruptcy Rules 6004(a) and 6004(h)**. The notice requirements of Bankruptcy Rule 6004(a), and the 14-day stay of 6004(h), are hereby waived.

I. **Order Controls**. Unless this Final Order specifically provides otherwise, in the event of a conflict between (a) the terms and provisions of the Prepetition Loan Documents or the Interim Order, as applicable, and (b) the terms and provisions of this Final Order, then in each case the terms and provisions of this Final Order shall govern.

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

K. **Joint and Several Liability**. Each Debtor is jointly and severally liable for all obligations hereunder.

L. **Objections Overruled**. All objections to the entry of this Final Order are, to the extent not resolved or withdrawn, hereby overruled.

SO ORDERED.

Copies to: Default List

Exhibit 1

Approved Budget

Project Marshall
Cash Forecast

CASH FORECAST

USD in thousands	*Forecast* Wk 1 24-Aug	*Forecast* Wk 2 31-Aug	*Forecast* Wk 3 7-Sep	*Forecast* Wk 4 14-Sep	*Forecast* Wk 5 21-Sep	*Forecast* Wk 6 28-Sep	6 Week TOTAL
Collections							
Accounts Receivable	$ -	$ -	$ -	$ -	$ -	$ -	$ -
NHP Sales	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-
Disbursements - Operating							
Contractors	(9)	(9)	(5)	(5)	(5)	(5)	(37)
363(b) Retention	-	(105)	-	-	-	-	(105)
Taxes	-	-	-	(355)	-	(230)	(585)
Utilities	-	-	-	-	-	(51)	(51)
Accounts Payable	(119)	(43)	(30)	(17)	(48)	(32)	(289)
TOTAL	(128)	(157)	(35)	(377)	(53)	(318)	(1,068)
Disbursements - Financing							
Secured Lender Interest	-	-	-	-	-	-	-
Secured Lender Principal	-	-	-	-	-	-	-
DIP Interest	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-
Disbursements - Restructuring							
McDonald Hopkins - Debtor Rx Counsel	(65)	(65)	(65)	(65)	(65)	(65)	(390)
Hutchison - Debtor Corporate Counsel	(10)	(10)	(10)	(10)	(10)	(10)	(60)
Accordion - Debtor FA	(35)	(35)	(35)	(35)	(35)	(35)	(210)
EPIQ - Debtor Claims Agent	(13)	(13)	(13)	(87)	(87)	(87)	(298)
Hilco - Debtor Sales Agent	-	-	-	-	-	-	-
Ice Miller - Secured Lender Counsel	-	-	-	-	-	-	-
Tucker Ellis - UCC Co-Counsel	(29)	(9)	(9)	(9)	(9)	(9)	(75)
White & Case - UCC Co-Counsel	37	(3)	(3)	(3)	(3)	(3)	23
BRG - UCC FA	(29)	(37)	(37)	(37)	(37)	(37)	(215)
UST Fees	-	-	-	-	-	(43)	(43)
TOTAL	$ (143)	$ (172)	$ (172)	$ (246)	$ (246)	$ (290)	$ (1,269)
Net Cash Flow	(271)	(329)	(207)	(623)	(299)	(608)	(2,336)

LIQUIDITY ROLL

Operating Cash							
Beginning Cash	$ 1,166	$ 895	$ 566	$ 359	$ 2,736	$ 2,437	$ 1,166
Collections	-	-	-	-	-	-	-
Disbursements	(271)	(329)	(207)	(623)	(299)	(608)	(2,336)
Secured Lender Payment	-	-	-	3,000	-	-	3,000
Ending Balance	$ 895	$ 566	$ 359	$ 2,736	$ 2,437	$ 1,829	$ 1,829
Segregated Account - Taxes							
Beginning Cash	$ 495	$ 495	$ 495	$ 495	$ 495	$ 495	$ 495
Funded	-	-	-	-	-	230	230
Disbursed - Timing TBD	-	-	-	-	-	-	-
Ending Balance	495	495	495	495	495	725	725
Segregated Account - Collateral / Settlement							
Beginning Cash	178	178	178	-	-	-	178
Funded	-	-	-	-	-	-	-
Disbursed	-	-	(178)	-	-	-	(178)
Ending Balance	178	178	-	-	-	-	-
Segregated Account - Professional Fees							
Beginning Cash	1,610	1,753	1,029	1,201	1,447	1,693	1,610
Funded	143	172	172	246	246	246	1,225
Disbursed	-	(896)	-	-	-	(1,939)	(2,835)
Ending Balance	1,753	1,029	1,201	1,447	1,693	-	-
TOTAL SEGREGATED CASH	$ 2,426	$ 1,701	$ 1,695	$ 1,941	$ 2,188	$ 725	$ 725
TOTAL CASH	$ 3,321	$ 2,268	$ 2,055	$ 4,678	$ 4,625	$ 2,555	$ 2,555