United States Bankruptcy Court
Southern District of Texas
ENTERED
July 19, 2023
Nathan Ochsner, Clerk

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

In re:	)	Chapter 11
GENESIS CARE PTY LTD., *et al.*,[1]	)	Case No. 23-90614 (DRJ)
Debtors.	)	(Jointly Administered)
	)	**Ref. Docket Nos. 20, 21, 22, 65, 89**

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING, AND (B) USE CASH COLLATERAL; (II) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS; (III) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES; (IV) MODIFYING THE AUTOMATIC STAY; AND (V) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (each, a "Debtor" and collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") pursuant to sections 105, 361, 362, 363(c), 363(e), 364(c), 364(d)(1), 364(e), 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 Procedures (the "Bankruptcy Rules") and rules 2002-1, 4001-1(b), 4002-1(i), and 9013-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas (the "Local Bankruptcy Rules"), and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the "Complex Case

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://restructuring.ra.kroll.com/GenesisCare. The location of Debtor's principal place of business and the Debtors' service address in these chapter 11 cases is: 2270 Colonial Blvd., Fort Myers, FL 33907.

[2] Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the DIP Term Loan Documents, as applicable.

Procedures") seeking entry of an interim order (the "Interim Order") and this final order (this "Final Order") among other things:

(i) authorizing Genesis Specialist Care Finance UK Limited and Genesis Care USA Holdings, Inc., as borrowers (collectively, the "Borrowers"), to obtain, and the other Debtors, as guarantors (each, a "Guarantor," and collectively, the "Guarantors"), to guarantee, on a joint and several basis, the Borrowers' obligations under, a priming, senior secured, superpriority debtor-in-possession term loan facility in the aggregate principal amount (exclusive of capitalized DIP Fees (as defined below) and interest) of $800,000,000 (the "DIP Term Facility," and the commitments thereunder, the "DIP Commitments," and the term loans advanced (or deemed advanced) thereunder, the "DIP Term Loans") under that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement by and among the Borrowers, the Guarantors, and the DIP Secured Parties (as defined below) (as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time pursuant to the terms thereof, the "DIP Credit Agreement"), comprised of:

a. a "new money" multiple draw term loan facility in an aggregate principal amount (exclusive of capitalized DIP Fees and interest) of $200,000,000, of which (A) an initial draw amount of $90,000,000 (the "Initial Term Loans") was made available to be drawn in a single drawing upon entry of the Interim Order and satisfaction of the other applicable conditions to any Initial Term Loans set forth in the DIP Credit Agreement (such initial draw, the "Initial Draw"), and (B) an additional amount of $110,000,000 (the "Delayed Draw Term Loans" and, together with the Initial Term Loans, the "New Money DIP Term Loans") will be made available to be drawn in a single drawing upon entry of this Final Order and satisfaction of the other applicable conditions to any Delayed Draw Term Loans set forth in the DIP Credit Agreement (such subsequent draw, the "Subsequent Draw"); plus

b. "roll-up" term loans in an aggregate principal amount (exclusive of capitalized interest) of up to $600,000,000, consisting of (A) $270,00,000 (the "Interim Roll-Up Amount") which will be drawn down and immediately applied in repayment of an equivalent principal amount of Prepetition SFA Loans (as defined below) held by certain Prepetition Lenders (as defined below), representing a 3:1 ratio of Prepetition SFA Loans to New Money DIP Term Loans (the "Roll-Up Ratio") as of the date of such draw down (the "Initial Roll-Up"), subject to the limitations contained in paragraphs 23 and 24 of the Interim Order, and (B) upon entry of this Final Order and funding of the Subsequent Draw, consistent with the Roll-Up Ratio, up to $330,000,000 (the "Final Roll-Up Amount," and together with the Interim Roll-Up Amount, the "Roll-Up Amount") which will be drawn down and immediately applied in repayment of an equivalent principal amount of Prepetition SFA Loans held by certain Prepetition Lenders or their affiliates or related funds (the "Final Roll-Up," and together with the Initial Roll-Up, the "Roll-Up"), in each case

on a cashless basis (the "Roll-Up Loans"), subject to the terms and conditions set forth in the DIP Credit Agreement and this Final Order;

which shall be funded by certain Prepetition SFA Lenders or their affiliates or related funds, in their capacities as postpetition financing lenders (collectively, the "DIP Lenders"), pursuant to the terms and conditions set forth in (i) the DIP Credit Agreement, (ii) that certain Senior Secured Superpriority Debtor-in-Possession Credit Facility Amended and Restated Commitment Letter (the "DIP Backstop Commitment Letter") executed by certain of the Prepetition SFA Secured Parties (as defined below) (each, a "Backstop Party," and collectively, the "Backstop Parties"), and the Borrowers, and (iv) all agreements, documents, and instruments delivered or executed in connection with the DIP Credit Agreement, in each case (other than clause (iii)), satisfactory in form and substance to the Debtors, Kroll Agency Services Limited, as administrative agent and escrow agent (in such capacities, the "DIP Administrative Agent" and "DIP Escrow Agent," respectively), and Kroll Trustee Services Limited, as collateral agent (in such capacity, the "DIP Collateral Agent," and together with the DIP Administrative Agent and the DIP Escrow Agent, the "DIP Agents" and, together with the DIP Lenders, the "DIP Secured Parties"), and the DIP Lenders holding at least 50.1% of the outstanding commitments and/or exposure under the DIP Term Facility (the "Required Lenders") (such agreements, documents, and instruments, including, without limitation, the DIP Credit Agreement and the Backstop Commitment Letter, collectively, the "DIP Term Loan Documents"); *provided*, that any Delayed Draw Term Loans proceeds not used by the Borrowers on the day of the Subsequent Draw in accordance with the DIP Budget (as defined below) shall be placed into a DIP Term Loan escrow account (the "DIP Escrow Account") pursuant to the terms of the DIP Credit Agreement, and such amounts will be released to the Borrowers by the DIP Administrative Agent from the DIP Escrow Account pursuant to the terms and conditions set forth in the DIP Credit Agreement and the other DIP Term Loan Documents, as applicable;

(ii) authorizing the Debtors to (a) execute and enter into the DIP Credit Agreement and the other DIP Term Loan Documents and (b) to perform their respective obligations thereunder and to take all such other and further acts as may be necessary, appropriate, or desirable in connection with the DIP Credit Agreement and the other DIP Term Loan Documents or the DIP Term Facility;

(iii) granting the DIP Collateral Agent, for the benefit of itself and the DIP Lenders, allowed superpriority administrative expense claims in each of the Debtors' chapter 11 cases and any successor cases, including any chapter 7 cases, with respect to the DIP Term Facility and all obligations and indebtedness owing thereunder, under the DIP Credit Agreement (including the Roll-Up Loans) and the other DIP Term Loan Documents (if any) and this Final Order (collectively, the "DIP Obligations"), subject to the priorities set forth herein;

(iv) granting the DIP Collateral Agent, for the benefit of itself and the DIP Lenders, automatically perfected priming security interests in, and liens on, with respect to

the DIP Term Loans (including, for the avoidance of doubt, the Roll-Up Loans), all of the DIP Collateral (as defined below), including, but not limited to, Cash Collateral (as defined below) and the Prepetition SFA Collateral (as defined below), in each case, to secure the DIP Term Loans and the other Obligations (as defined in the DIP Credit Agreement), subject only to the Carve Out (as defined below) and the terms and priorities set forth herein;

(v) authorizing the Debtors, subject to and pursuant to the terms and conditions set forth in this Final Order, to continue to (a) use Cash Collateral and (b) provide adequate protection on account of any diminution in the value of the Prepetition SFA Collateral, including Cash Collateral, as a consequence of the Debtors' use, sale, or lease of the Prepetition SFA Collateral, including any Cash Collateral, the imposition of the automatic stay pursuant to Bankruptcy Code section 362, the Debtors' incurrence of Indebtedness (as defined in the DIP Credit Agreement) under the DIP Credit Agreement, and the priming of the liens and security interests of the Prepetition Secured Parties (as defined below) by liens and security interests granted by the DIP Credit Agreement and the other DIP Term Loan Documents (including this Final Order), and any other basis consistent with section 361 of the Bankruptcy Code to the Prepetition Secured Parties;

(vi) authorizing the Debtors to incur and pay, on the terms set forth herein and in the DIP Term Loan Documents, on a final and irrevocable basis, the principal, interest, premiums, fees, expenses, indemnities, and other amounts payable under this Final Order and the DIP Term Loan Documents as such amounts become earned, due, and payable, including, without limitation, the DIP Commitment Premium, the Closing Fee, the Exit Fee, the Ticking Fee, and the Agency Fees (each as defined below), other agent fees, and the fees and disbursements of the DIP Agents' and DIP Lenders' attorneys, advisors, accountants, appraisers, bankers and other consultants, all and solely to the extent provided in, and in accordance with, this Final Order and the DIP Term Loan Documents;

(vii) waiving (i), the Debtors' and their estates' right to surcharge against the Prepetition SFA Collateral pursuant to Bankruptcy Code section 506(c), (ii) the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or Prepetition SFA Collateral, and (iii) the "equities of the case" exception under Bankruptcy Code section 552(b), each effective as of the Petition Date;

(viii) authorizing the DIP Agents and the DIP Lenders to exercise remedies under the DIP Credit Agreement and the other DIP Term Loan Documents on the terms described herein and therein upon the occurrence, and during the continuation of, a DIP Termination Event (as defined below);

(ix) modifying the automatic stay imposed by Bankruptcy Code section 362 to the extent necessary to implement and effectuate the terms of this Final Order; and

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

This Court having considered the relief requested in the Motion, the Singh Declaration [Docket No. 21], the Fox Declaration [Docket No. 20], and the Supplemental Singh Declaration[3] (together with the Singh Declaration and the Fox Declaration, the "DIP Declarations"), the First Day Declaration [Docket No. 19], and the evidence submitted, and arguments of counsel made at, the initial hearing on the Motion on June 1, 2023 (the "First Day Hearing"); and the Court-entered Interim Order [Docket No. 89] granting the Motion on an interim basis; and the Court having held a hearing on July 19, 2023 (the "Final DIP Hearing") to consider entry of this Final Order; and notice of the Motion, Final DIP Hearing, and this Final Order having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c), and (d), and 9014 and all applicable Local Bankruptcy Rules, and it appearing that no other or further notice is necessary; and the Final DIP Hearing to consider the relief requested in the Motion having been held and concluded; and all objections and reservations of rights, if any, to the relief requested in the Motion having been withdrawn, resolved, or overruled on the merits by this Court; and it appearing that approval of the relief requested in the Motion is otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and all parties in interest, and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; and it appearing that the Debtors' performance with respect to the DIP Credit Agreement and entry into the other DIP Term Loan Documents is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor:

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[3] "Supplemental Singh Declaration" means the *Supplemental Declaration of John Singh in Support of the Debtors' Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief*, filed contemporaneously herewith.

BASED UPON THE RECORD ESTABLISHED AT THE FIRST DAY HEARING AND FINAL DIP HEARING, THIS COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[4]

A. Petition Date. On June 1, 2023 (the "Petition Date"), the Debtors filed their voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas (this "Court").

B. Debtors in Possession. The Debtors are operating their businesses and properties as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108. As of the date hereof, no trustee or examiner has been appointed in any of the Chapter 11 Cases.

C. Jurisdiction and Venue. This Court has jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. This Court's consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). This Court may enter a final order consistent with Article III of the United States Constitution. Venue for the Chapter 11 Cases and the proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Committee. On June 15, 2023, the United States Trustee for the Southern District of Texas (the "U.S. Trustee") appointed an official committee of unsecured creditors in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (the "Committee").

E. Notice. Notice of the Motion and the relief requested thereby and granted in this Final Order has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules,

[4] The findings and conclusions set forth herein constitute this 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.

and the Local Bankruptcy Rules, and was appropriate under the circumstances. No other or further notice of the Motion or entry of this Final Order is required.

F. Prepetition Secured Debt. Subject to the limitations thereon contained in paragraphs 23 and 24 of this Final Order, the Debtors represent, admit, stipulate, and agree as follows as to each of (i) through (vii) below:

(i) Prepetition Senior Facilities Agreement. Pursuant to that certain Senior Facilities Agreement, dated October 23, 2018, (as amended and restated by amendment and restatement agreements, dated as of February 28, 2020 and March 19, 2020, and as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition SFA"), among Genesis Care Finance Pty Ltd, a company incorporated under the laws of Victoria, Australia, as borrower (the "Prepetition Borrower"), the guarantors from time to time party thereto (including certain Debtors), the lenders from time to time party thereto (collectively, the "Prepetition Lenders"), Kroll Agency Services Limited (formerly known as to Lucid Agency Services Limited), as Facility Agent (in such capacity, the "Prepetition SFA Facility Agent"), and Kroll Trustee Services Limited (formerly known as to Lucid Trustee Services Limited), as Security Agent (in such capacity, the "Prepetition Security Agent," and together with the Prepetition SFA Facility Agent, the "Prepetition Agents," and together with the Prepetition Lenders, the "Prepetition SFA Secured Parties"), the Prepetition Lenders provided secured term loans (the "Prepetition Term Loans") and secured revolving loans (the "Prepetition Revolving Loans," together with the Prepetition Term Loans, the "Prepetition SFA Loans") to certain of the Debtors (the "Prepetition SFA Facility").

(ii) Hedging Obligations. The Company is party to hedging agreements (the "Hedging Agreements") with various counterparties (the "Hedge Counterparties") pursuant to

which the Company has entered into cross-currency interest rate swaps (the "Hedges"). The purpose of the Hedges is to hedge foreign exchange and interest rate risk arising in connection with the Term Loan B Facilities by exchanging EUR funds borrowed under the Term Loan B Facilities and effectively converting the interest payment obligations thereunder into AUD, USD, GBP to match the currency requirements in each of the regions in which the Company operates based on the Company's EBITDA mix by region. As of the Petition Date, the Company has Hedges outstanding that effectively convert a total of EUR 187.0 million into AUD 299.9 million, a total of EUR 75.0 million into GBP 64.7 million, and a total of EUR 408 million into USD 457.1 million. As a result of the Company's strained liquidity situation and to preserve critical cash in the lead-up to a chapter 11 filing, the Company did not make certain payments that were due under Hedges with Bank of America, Morgan Stanley, and Bank of China on May 25, 2023. As of the Petition Date, the Debtors are a party to Hedging Agreements with Bank of America, Morgan Stanley and Bank of China. All Hedges with HSBC were terminated prior to the Petition Date. The approximate mark-to-market value to the Company of all Hedges as of April 30, 2023 (including those with HSBC that have been terminated) was approximately negative USD 10.9 million.

(iii) Prepetition Obligations. As of the Petition Date, certain of the Debtors were jointly and severally indebted and liable, without defense, counterclaim, or offset of any kind, to the Prepetition SFA Secured Parties under the Prepetition SFA and the Finance Documents (as defined in the Prepetition SFA) (collectively, the "Prepetition Credit Documents") in the aggregate amount of not less than $1,618,000,000 of principal and accrued interest as of the Petition Date (collectively, the "Prepetition SFA Obligations Amount"), plus all other fees, costs, expenses, indemnification obligations, reimbursement obligations, charges,

premiums, additional interest, any other obligations thereunder (together with the Prepetition SFA Obligations Amount, the "Prepetition SFA Obligations") and all other obligations (including Hedging Obligations) of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable under any other debt arrangements, that are secured by the Prepetition SFA Collateral (such other obligations, the "Prepetition Non-SFA Secured Obligations" and, together with the Prepetition SFA Obligations, the "Prepetition Obligations," and the Prepetition SFA Secured Parties and holders of the Prepetition Non-SFA Secured Obligations (the "Prepetition Non-SFA Secured Parties"), collectively, the "Prepetition Secured Parties"). The Prepetition Obligations constitute legal, valid, binding, and non-avoidable obligations against each of the Debtors which are party to the Prepetition SFA and are not subject to any avoidance, recharacterization, effect, counterclaim, defense, offset, recoupment, subordination, other claim, cause of action, or other challenge of any kind under the Bankruptcy Code, under applicable non-bankruptcy law, or otherwise. No payments or transfers made to or for the benefit of (or obligations incurred to or for the benefit of) the Prepetition Secured Parties by or on behalf of any of the Debtors prior to the Petition Date under or in connection with the Prepetition SFA are subject to avoidance, recharacterization, effect, counterclaim, defense, offset, subordination, other claim, cause of action, or other challenge of any kind or nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise.

(iv) Prepetition Liens. Prior to the Petition Date, certain of the Debtors granted to the Prepetition Security Agent, for the benefit of the Prepetition Secured Parties, valid, binding, perfected, and enforceable first-priority liens on and security interests in (the "Prepetition Liens") the Charged Property (as defined in the Prepetition SFA, the "Prepetition

SFA Collateral"), subject only to Permitted Collateral Liens (as defined in the Prepetition SFA) (solely to the extent any such Permitted Collateral Liens were valid, properly perfected, non-avoidable, and senior in priority to the Prepetition Liens as of the Petition Date or were in existence immediately prior to the Petition Date and were perfected subsequent to the Petition Date as permitted by Bankruptcy Code section 546(b)) (such liens, excluding the Prepetition Liens, the "Permitted Prior Liens"). As of the Petition Date: (a) the Prepetition Liens were valid, binding, enforceable, non-avoidable, and properly perfected, and were granted to, or for the benefit of, the Prepetition Secured Parties for fair consideration and reasonably equivalent value; (b) the Prepetition Liens were senior in priority over any and all other liens on the Prepetition SFA Collateral, subject to the Permitted Prior Liens; (c) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Obligations exist, and no portion of the Prepetition Liens or Prepetition Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (d) the Debtors and their estates have no claims, objections, challenges, causes of action, or choses in action including claims and causes of action under Bankruptcy Code sections 502(d), 544, 545, 547, 548, and 550, or any other avoidance actions under the Bankruptcy Code, whether pursuant to federal law or applicable state law or applicable state law equivalents, or actions for recovery or disgorgement, against any of the Prepetition Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to the Prepetition Credit Documents and the Prepetition Obligations; and (e) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Obligations, the priority of

the applicable Debtors' obligations thereunder, and the validity, perfection, extent, and priority of the Prepetition Liens securing the Prepetition Obligations; provided, however, that the "Prepetition Secured Parties", the "Prepetition Obligations" and the "Prepetition Liens", shall exclude, for the purposes of the stipulations in paragraph F and statements in paragraph 38 of this Final Order, the Non-Participating Banks and the Defaulting Lenders (as defined in the Prepetition SFA), the obligations owing to such Non-Participating Banks or Defaulting Lenders (as defined in the Prepetition SFA) and the liens purportedly securing such obligations, respectively.

(v) Cash Collateral. The Debtors' cash, including cash and other amounts on deposit or maintained in any account or accounts by the Debtors, existing as of the Petition Date, and any amounts generated by the collection of accounts receivable or other disposition of the Prepetition SFA Collateral, existing as of the Petition Date, and the proceeds of any of the foregoing, wherever located, is the Prepetition Secured Parties' cash collateral within the meaning of Bankruptcy Code section 363(a) (the "Cash Collateral").

(vi) No Control. As of the Petition Date, none of the Prepetition Secured Parties control the Debtors or their properties or operations, have authority to determine the manner in which any Debtors' 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 Interim Order, this Final Order, the DIP Term Facility, the DIP Credit Agreement, the DIP Term Loan Documents, the Prepetition SFA, or the Prepetition Credit Documents.

(vii) Credit Bidding. The Debtors filed a motion [Docket No. 227] (the "Bid Procedures Motion") to, among other things, establish bidding procedures for a sale of all or

substantially all of the Debtors' US business and assets (a "363 Sale"). No Debtor, or Debtor's controlled affiliate, or successor to any of the foregoing shall object to any DIP Lender's, DIP Agents' or Prepetition Secured Party's right to credit bid up to the full amount of its DIP Obligations, Prepetition Obligations, and/or Adequate Protection Obligations (as defined herein), in each case including, without limitation, any accrued interest and expenses, in any 363 Sale, as applicable, whether such 363 Sale (as applicable) is effectuated through Bankruptcy Code section 363, under Bankruptcy Code section 1129, by a chapter 11 trustee, or otherwise.

G. Findings Regarding the DIP Term Facility and Use of Cash Collateral.

(i) Good and sufficient cause has been shown for the entry of this Final Order and for authorizing the Debtors to obtain financing pursuant to the DIP Credit Agreement and to use the Cash Collateral of the Prepetition Secured Parties, and to authorize the provision of adequate protection.

(ii) As set forth in the Motion, the DIP Declarations, and the First Day Declaration, the Debtors have an ongoing and immediate need to continue to use Cash Collateral, and to obtain credit pursuant to the DIP Term Facility, in order to, among other things: (a) pay transaction costs, fees, and expenses that are incurred in connection with the DIP Term Facility, (b) fund working capital and general corporate purposes of the Borrowers and the Guarantors, (c) make adequate protection payments as set forth in paragraph 13 below, (d) pay certain critical vendors, (e) finance certain intercompany loans to be used for working capital and general corporate purposes across relevant jurisdictions and debt obligations of the Debtors relating to: (1) LINAC leases (*i.e.*, ongoing costs for certain vendor leasing/financing arrangements associated with the capital equipment used to provide cancer care (primarily LINACs)); and (2) Sale-Leaseback facilities (i.e., ongoing obligations permitting the continued use of relevant

equipment relating to historical sale leaseback transactions with GE, HSBC, and Macquarie) but excluding, for the avoidance of doubt, any debt obligations entered into with any Prepetition Secured Party, (f) finance a strategic alternatives process for the business of the U.S. Debtors, (g) pay professional fees due and payable under the DIP Term Facility, and (h) finance the administration of the Chapter 11 Cases. The Roll-Up Loans shall be used to repay the equivalent principal amount of the DIP Lenders' Prepetition SFA Loans outstanding under the Prepetition SFA, subject to the terms of this Final Order. Absent granting the relief set forth in this Final Order, the Debtors' estates and their businesses will be irreparably harmed.

(iii) As set forth in the Motion, the DIP Declarations, and the First Day Declaration, the Debtors are unable to obtain postpetition financing or other financial accommodations on more favorable terms under the circumstances from sources other than the DIP Lenders pursuant to the terms and provisions of the DIP Credit Agreement and the DIP Term Loan Documents, and are unable to obtain satisfactory unsecured credit allowable under Bankruptcy Code section 503(b)(1). The Debtors are also unable to obtain secured credit with liens equal or junior to existing liens and, therefore, must grant, for the benefit of the DIP Lenders, priming liens under Bankruptcy Code section 364(d)(1) and a DIP Superpriority Claim (as defined below) on the terms and conditions set forth in this Final Order and the DIP Credit Agreement. The Roll-Up Loans, as provided for under the DIP Term Facility, the Interim Order, and this Final Order, are appropriate because the DIP Lenders would not have been willing to provide the DIP Term Facility or extend postpetition credit to the Debtors thereunder without the inclusion of the Roll-Up Loans within the DIP Term Facility.

(iv) Based upon the Motion, the First Day Declaration, the DIP Declarations, and the record presented to the Court at the First Day Hearing and Final DIP Hearing, the terms

of the DIP Credit Agreement and DIP Term Loan Documents, and the terms of the adequate protection granted to the Prepetition Secured Parties as provided in the Interim Order and this Final Order, are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with the Debtors' fiduciary duties, and provide the Debtors reasonably equivalent value and fair consideration.

(v) The Prepetition Secured Parties have not objected to (or, as applicable, have not been directed to object to), entry of this Final Order, the Debtors' entry into the DIP Term Facility, including the granting of priming liens and claims in connection therewith, or the continued use of Cash Collateral, and certain Prepetition SFA Secured Parties have consented to such relief on the terms and conditions set forth in this Final Order.

(vi) The DIP Term Facility and the Debtors' continued use of Prepetition SFA Collateral (including Cash Collateral) to, among other things, fund the administration of the Debtors' estates, the continued operation of the Debtors' businesses, the strategic alternatives process for the Debtors' U.S. businesses and assets, and the incurrence and payment of any Adequate Protection Obligations (as defined below), including the granting of Adequate Protection Liens (as defined below), in accordance with the terms hereof, and the Adequate Protection Claims (as defined below) to the Prepetition Secured Parties (and their successors and assigns) pursuant to this Final Order, the DIP Credit Agreement, and the DIP Term Loan Documents, have been negotiated in good faith and at arm's-length among the Debtors, the DIP Secured Parties, and certain Prepetition SFA Secured Parties, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with the DIP Term Facility, the DIP Credit Agreement, and the DIP Term Loan Documents, including, without limitation, all loans made to, and guarantees issued by, the Debtors pursuant to the DIP Credit Agreement and

the DIP Term Loan Documents, and any DIP Obligations, shall be deemed to have been extended by the DIP Agents and the DIP Lenders, and their respective affiliates, in good faith, as that term is used in Bankruptcy Code section 364(e), and in express reliance upon the protections offered by Bankruptcy Code section 364(e), and the DIP Agents and the DIP Lenders (and their successors and assigns) shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this Final Order or any provision hereof is vacated, reversed, or modified on appeal.

H. Permitted Prior Liens; Continuation of Prepetition Liens. Nothing herein shall constitute a finding or ruling by this Court that any alleged Permitted Prior Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing herein shall prejudice any rights of any party in interest, including, but not limited to, any of the Debtors, the DIP Secured Parties, or the Prepetition Secured Parties to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Permitted Prior Lien or security interest. The right of a seller of goods to reclaim such goods under Bankruptcy Code section 546(c) is not a Permitted Prior Lien and is expressly subject and subordinate to the DIP Liens and the Adequate Protection Liens.

I. Sections 506(c) and 552(b). The Debtors and the DIP Secured Parties have agreed, as a condition to the DIP Lenders extending postpetition financing to the Debtors under the DIP Term Facility, a material inducement to the DIP Secured Parties to agree to provide the New Money DIP Term Loans and enter into the DIP Term Facility, and in exchange for (a) the DIP Secured Parties' willingness to provide the DIP Term Facility to the extent set forth herein, (b) the DIP Agents' and the DIP Lenders' agreement to subordinate their DIP Liens and superpriority claims granted hereunder to the Carve Out (as defined below), and (c) the

consensual use of Cash Collateral consistent with the DIP Budget and the terms of this Final Order, each of the DIP Secured Parties and certain Prepetition SFA Secured Parties have negotiated for, and this Court hereby grants, (1) a waiver of any equities of the case exceptions or claims under Bankruptcy Code section 552(b) and a waiver of unjust enrichment and similar equitable relief as set forth below, and (2) a waiver of the provisions of Bankruptcy Code section 506(c) subject to the terms of paragraph 8 hereof.

J. Certain Stipulation at First Day Hearing. Incorporated herein is the stipulation made on the record by counsel to the Debtors at the First Day Hearing.

K. Immediate Entry. Good and sufficient cause exists for immediate entry of this Final Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2). Consummation of the DIP Term Facility and the use of Cash Collateral in accordance with this Final Order, the DIP Credit Agreement, and the DIP Term Loan Documents is in the best interests of the Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties. Based upon the foregoing findings and conclusions, the Motion, the DIP Declarations, and the record before this Court with respect to the Motion, and after due consideration, and good and sufficient cause appearing thereof:

IT IS HEREBY ORDERED THAT:

1. Motion Granted. The relief sought in the Motion is granted to the extent set forth herein. Any and all objections to this Final Order, to the extent not withdrawn, waived, settled, or otherwise resolved, and all reservations of rights included therein, are hereby overruled on the merits.

2. Authorization of the DIP Term Facility and the DIP Term Loan Documents.

(a) The Debtors are hereby expressly authorized and directed to execute, enter into and perform under the DIP Credit Agreement and the other DIP Term Loan Documents, which are each hereby approved.

(b) Upon entry of this Final Order, the Debtors are hereby authorized, subject to the terms and conditions of this Final Order, the DIP Credit Agreement, and the other DIP Term Loan Documents, to borrow an aggregate principal amount of $200,000,000 of New Money DIP Term Loans pursuant to the Initial Draw and Subsequent Draw, to repay Prepetition SFA Obligations using amounts borrowed by way of Roll-Up Loans in an aggregate principal amount of up to $600,000,000 (the Roll-Up Amount) pursuant to the Roll-Up Ratio on a cashless basis (effective upon the Subsequent Draw) pursuant to the terms and provisions of the DIP Credit Agreement, the other DIP Term Loan Documents, and this Final Order, and to incur and pay the principal, interest, premium, fees (including the DIP Fees (as defined below)), indemnities, expenses and other amounts provided for in the DIP Credit Agreement, the other DIP Term Loan Documents, and this Final Order, pursuant to the terms and provisions thereof, subject to any limitations on availability or borrowing under the DIP Credit Agreement, the other DIP Term Loan Documents, and this Final Order, which new-money borrowings shall be used for all purposes as permitted under the DIP Credit Agreement, the other DIP Term Loan Documents, and this Final Order (including pursuant to the DIP Budget (as defined below)). Upon entry of this Final Order and the funding of the Subsequent Draw, without any further action by the Debtors or any other party, the Debtors shall be authorized and deemed to have repaid (on a cashless basis) and thereby discharged the Final Roll-Up Amount of Prepetition

SFA Loans using amounts borrowed by way of Roll-Up Loans, subject to the conditions set forth in the DIP Credit Agreement, the other DIP Term Loan Documents, and this Final Order.

(c) In furtherance of the foregoing, and without further approval of this Court, the Debtors are authorized to perform all acts, to make, execute, and deliver all instruments, certificates, agreements, and documents (including, without limitation, the execution or recordation of pledge and security agreements, financing statements, and other similar documents) and to pay all fees, expenses and other amounts in connection with or that may be reasonably required (including, with respect to professional fees, those set forth in the DIP Credit Agreement, the other DIP Term Loan Documents, and this Final Order), appropriate or desirable for the Debtors' performance of their obligations under or related to the DIP Term Facility, including, without limitation:

(i) the execution and delivery of, and performance under, each of the DIP Credit Agreement and the other DIP Term Loan Documents and any collateral documents contemplated thereby;

(ii) the non-refundable and irrevocable payment to the DIP Agents and the DIP Lenders, as the case may be, of all premiums, fees and expenses, including the DIP Fees (as defined below) (which fees and expenses, in each case, were and were deemed to have been approved upon entry of this Final Order, whether or not the fees and expenses arose before or after the Petition Date, shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, or other claim, cause of action, or other challenge of any nature under the Bankruptcy Code, applicable non-bankruptcy law, or otherwise), and any amounts due (or that may become due) in respect of the indemnification and expense reimbursement obligations, in each case referred to in the DIP

Credit Agreement or the other DIP Term Loan Documents with respect to those indemnified and/or reimbursable parties specifically set forth therein, including (A) with respect to the Backstop Parties, a commitment premium in the amount as set forth in the DIP Backstop Commitment Letter, payable in kind, earned, and payable upon the execution and delivery of the DIP Backstop Commitment Letter (the "DIP Commitment Premium"), (B) with respect to the DIP Lenders, (i) a closing fee in an amount equal to 3.00% of the principal amount of the New Money DIP Term Loans, payable in kind in New Money DIP Term Loans, ratably based on the DIP Lenders' respective funded portions of the applicable New Money DIP Term Loans (x) upon the Initial Draw, with respect to the Initial Term Loans and (y) upon the Subsequent Draw, with respect to the Delayed Draw Term Loans (the "Closing Fee"), (ii) to the extent the Debtors elect to repay the DIP Term Facility either partially or in full, in cash, an exit fee in an amount equal to 3.00% of the principal amount of the actually funded New Money DIP Term Loans, payable in cash at the time of such repayment (the "Exit Fee"), and (iii) commencing on the Closing Date (as defined in the DIP Credit Agreement), an unused ticking fee of 0.75% per annum of the aggregate unfunded commitments with respect to New Money DIP Term Loans shall be paid in kind to the DIP Lenders monthly in arrears on the first day of each month (the "Ticking Fee"), (C) with respect to the DIP Agents, the agency fees as set forth in that certain letter agreement (the "DIP Agent Letter Agreement") between the DIP Agents and the Debtors dated as of June 2, 2023 (the "Agency Fees" and together with the DIP Commitment Premium, the Closing Fee, the Exit Fee, and the Ticking Fee, the "DIP Fees"), and (D) with respect to the DIP Lenders and DIP Agents, fees of the Backstop Parties' financial advisors (as listed in the DIP Credit Agreement, the other DIP Term Loan Documents, and this Final Order) and all reasonable and documented costs and expenses as may become due from time to time under the

DIP Credit Agreement, the other DIP Term Loan Documents, and this Final Order, including fees and expenses of counsel, financial advisors, and other professionals retained by the DIP Agents and the DIP Lenders (to the extent provided by the DIP Term Loan Documents), and the other fees and expenses of other professionals as specifically provided for in the DIP Credit Agreement, the other DIP Term Loan Documents, and this Final Order, subject to paragraph 22 below;

(iii) the granting of all liens and claims with respect to, and the making of any payments in respect of, the Adequate Protection Obligations (as defined below) to the extent provided for in this Final Order; and

(iv) the performance of all other acts necessary, appropriate, or desirable under, or in connection with, the DIP Credit Agreement and the DIP Term Loan Documents.

3. DIP Obligations. Upon execution and delivery of the DIP Term Loan Documents, the DIP Term Loan Documents shall constitute legal, valid, binding, and non-avoidable obligations of the Debtors, enforceable in accordance with the terms of this Final Order, the DIP Credit Agreement, and the other DIP Term Loan Documents, against the Debtors and their estates and any successors thereto, including any trustee appointed in the Chapter 11 Cases, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing. The DIP Obligations shall be due and payable, without notice or demand, and the use of Cash Collateral shall cease on the Termination Declaration Date (as defined below) or the occurrence of any event or condition set forth in paragraphs 16 and 17 of this Final Order (subject to the remedies procedures outlined in paragraph 17 herein); *provided*, *however*, that the Debtors may utilize Cash Collateral for up to five (5) additional business days in amounts not to exceed the

DIP Budget pending a hearing solely for the purposes of making payroll of the Debtors and to fund critical expenses of the Debtors necessary to preserve the Prepetition SFA Collateral; *provided, further* that other than as permitted in the preceding proviso, during such period, the Debtors shall not utilize any Cash Collateral to contest or interfere with the DIP Agents' or DIP Lenders' enforcement of any rights provided under this Final Order. Except as permitted by this Final Order, no obligation, payment, transfer, or grant of security hereunder or under the DIP Credit Agreement or the other DIP Term Loan Documents to the DIP Agents and/or the DIP Lenders shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under applicable law (including, without limitation, under Bankruptcy Code sections 502(d), 544, and 547 to 550, or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or challenge, whether under the Bankruptcy Code or any other applicable law or regulation by any person or entity for any reason.

4. DIP Liens. Subject and subordinate to the Carve Out and to the provisions set forth in this paragraph 4, effective immediately upon entry of the Interim Order and this Final Order, the DIP Obligations are and remain secured by valid, binding, continuing, enforceable, fully-perfected, non-avoidable, automatically and properly perfected liens on, and security interests in (such liens and security interests, the "DIP Liens") all assets (whether tangible, intangible, real, personal, or mixed) of the Debtors (and their bankruptcy estates) of any nature whatsoever and wherever located, whether first arising prior to or following the Petition Date (including the Prepetition SFA Collateral), now owned or hereafter acquired, including all

accounts, chattel paper, claims and causes of action (other than Avoidance Actions), commercial tort claims, deposit accounts, documents, equipment, general intangibles, goods (including fixtures), instruments, inventory, investment property, money, cash, cash equivalents, and all deposit accounts, securities accounts, commodities accounts, and lockboxes, together with all money, cash, securities, and other investment property on deposit from time to time therein, letters of credit, letter-of-credit rights, and other supporting obligations, real property, books and records, and to the extent not otherwise included, all substitutions, replacements, accessions, products, and other proceeds and products (whether tangible or intangible and including, without limitation, insurance proceeds (including all proceeds from any directors'/officers' liability insurance policies), licenses, royalties, income, payments, claims, damages, and proceeds of suit) of any and all of the foregoing, and all collateral security and guarantees given by any person with respect to any of the foregoing, the right, title, or interest in any capital stock, investment property, partnership, membership, or other equity or similar interests in any entity (whether or not such entity is a Debtor), including all capital stock, securities accounts, investment property, partnership, and membership, other equity or similar interests (and including all rights, beneficial interests, causes of action, and choses of action related thereto) of the Debtors, whether existing as of the Petition Date or after acquired (all such property, excluding the Excluded Assets (as defined in the DIP Credit Agreement and set forth in, as applicable, the other DIP Term Loan Documents), the "DIP Collateral"); *provided*, *however*, that DIP Collateral securing the New Money DIP Term Loans shall also include the proceeds or property recovered, unencumbered or otherwise, of any claims and causes of action under Bankruptcy Code sections 502(d), 544, 545, 547, 548, 549, and 550 ("Avoidance Actions" and, such proceeds, the "Avoidance Proceeds"); *provided, further, however*, that the Avoidance Proceeds may only be applied in satisfaction of

the New Money DIP Term Loans only after the DIP Agent has exhausted all other sources of recovery for repayment of such claims; *provided*, *further*, for the avoidance of doubt, the Avoidance Proceeds shall not secure the Roll-Up Loans; *provided*, *further*, *however*, that with respect to non-residential real property leases, no liens or encumbrances shall be granted or extended to such leases under this Final Order, except as permitted by the applicable lease or applicable law; *provided*, *further*, that if any such restriction applies, liens shall then be deemed to be granted and created upon the economic value thereof, including the proceeds of any sale or other disposition of, and any other proceeds or products of, such leasehold interests. The DIP Agents and the Prepetition Agents shall have a security interest in any residual cash balance remaining in the Carve Out Reserves (as defined below) after all obligations benefitting from the Carve Out have been indefeasibly paid in full in cash pursuant to a final non-appealable order of this Court (or such other Court of competent jurisdiction), which residual balance shall be paid to the DIP Agents for application in accordance with the DIP Credit Agreement, the other DIP Term Loan Documents, and this Final Order, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all commitments under the DIP Term Facility have been terminated, in which case any such excess shall be paid to the to the Prepetition Agents for the benefit of the Prepetition Secured Parties in accordance with their rights and priorities as set forth herein and the Prepetition Credit Documents (such security interest on residual cash balances remaining in the Carve Out Reserves, in accordance with this proviso, the "Carve Out Security Interest"). Notwithstanding the foregoing, and for the avoidance of doubt, nothing in this Final Order shall be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors, and the Carve Out shall be senior to any and all liens and claims securing the DIP Facility, the Prepetition Obligations, the Adequate Protections Liens, and any

and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition Obligations whatsoever. DIP Liens will otherwise have the following priorities:

(a) Pursuant to Bankruptcy Code section 364(c)(2), subject and subordinate to the Carve Out, a valid, binding, continuing, enforceable, fully-perfected, first-priority senior security interest in and lien upon all of the DIP Collateral, including, without limitation, all prepetition and postpetition property of the Debtors, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date, is not subject to Prepetition Liens or any other valid, perfected, and non-avoidable liens (or perfected after the Petition Date to the extent permitted by Bankruptcy Code section 546(b)) subject and subordinate only to the Carve Out, and as to the Carve Out Reserves and funds therein, to the extent of any Carve Out Security Interest; and

(b) Pursuant to Bankruptcy Code section 364(d)(1), a valid, binding, continuing, enforceable, fully perfected, first-priority priming security interest and lien (the "Priming Liens") on all DIP Collateral, whether in existence on the Petition Date or thereafter created, acquired, or arising, and wherever located, to the extent that such DIP Collateral is subject to any of the Prepetition Liens or any other valid, perfected, and non-avoidable liens (or perfected after the Petition Date to the extent permitted by Bankruptcy Code section 546(b)) on the Prepetition SFA Collateral, subject and subordinate only to the Carve Out and to Permitted Prior Liens, and as to the Carve Out Reserves, and funds therein, to the extent of any Carve Out Security Interest. The Priming Liens shall prime in all respects the liens and security interests of the Prepetition Secured Parties, with respect to the Prepetition SFA (including, without limitation, the Prepetition Liens, the Adequate Protection Liens granted to the Prepetition Secured Parties, and any purported prepetition liens (the "Primed Liens")). Notwithstanding

anything herein to the contrary, the Priming Liens (x) shall be subject and junior to the Permitted Prior Liens and will have no recourse to the Carve Out Reserves, or the funds therein (other than to the extent of the Carve Out Security Interest on the terms therein and in all cases, for the avoidance of doubt, subject and subordinate to the Carve Out) in all respects, (y) shall be senior in all respects to the Primed Liens, and (z) shall also be senior to the Adequate Protection Liens.

(c) The DIP Liens and the Priming Liens shall be entitled to the full protection of Bankruptcy Code section 364(e) if this Final Order or any provision hereof is vacated, reversed, or modified on appeal.

5. DIP Superpriority Claims. Pursuant to Bankruptcy Code section 364(c)(1), all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against the Debtors on a joint and several basis (without the need to file any proof of claim) with priority over any and all claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) and 507(b) and any and all administrative expenses or other claims ("Administrative Expense Claims") arising under Bankruptcy Code sections 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c) (subject to paragraph 8 hereof), 507(a), 507(b), 726, 1113, or 1114 (including the Adequate Protection Obligations (as defined below)), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment, which allowed claims (the "DIP Superpriority Claims") shall, for purposes of Bankruptcy Code section 1129(a)(9)(A), be considered administrative expenses allowed under Bankruptcy Code section 503(b), and which DIP Superpriority Claims shall be payable from, and have recourse to, all of the DIP Collateral and all proceeds thereof in accordance with the DIP Credit Agreement, the other DIP Term Loan Documents, and this Final

Order, subject only to payment in full of the Carve Out and provided that the DIP Superpriority Claims will have no recourse to the Carve Out Reserves, or the funds therein, except to the extent of any Carve Out Security Interest on the terms set forth herein after payment in full of the Carve Out. The DIP Superpriority Claims shall be entitled to the full protection of Bankruptcy Code section 364(e) if this Final Order or any provision hereof is vacated, reversed, or modified on appeal.

6. DIP Budget Compliance and Reporting.

(i) Attached to this Final Order as **Exhibit A** is a 13-week cash flow forecast for the 13-week period commencing on the Petition Date, in form and substance acceptable to the Backstop Parties, which consists of forecasted receipts and disbursements (including professional fees, which shall not be subject to the Prohibited Variance (as defined below)) of the Debtors by region (U.S. and rest-of-world) (the "Initial DIP Budget"). The Debtors shall deliver an updated 13-week cash forecast (categorized by (x) U.S. and (y) rest of world) in form and substance satisfactory to the Required Lenders (together with the Initial DIP Budget, the "DIP Budget") on or prior to the fifth business day (fourth business day during holiday weeks) after the end of the last week of each four-week period following the Petition Date (and to the extent any updated DIP Budget is not objected by the Required Lenders within (including through counsel by electronic mail) five (5) business days of receipt, the updated DIP Budget shall be deemed accepted). Any amendments, supplements, or modifications to the DIP Budget or Budget Variance Report (as defined below) shall be subject to the prior written approval of the Required Lenders in their sole discretion prior to the implementation thereof, other than the deemed acceptance process referenced in the immediately prior sentence. If the Required Lenders have not approved in writing or objected within five (5) business days of receipt of such

proposed updated DIP Budget, the proposed updated DIP Budget shall become the DIP Budget. Until any such updated budget, amendment, supplement, or modification has been approved by the Required Lenders (or until the passage of the aforementioned five (5) business day period without receiving an objection to such proposed updated DIP Budget, as applicable, after which time the proposed new DIP Budget shall become effective), the Debtors shall be subject to and be governed by the terms of the DIP Budget then in effect; *provided* that the Debtors shall deliver such proposed updated DIP Budget to the Committee at the same time such proposed updated DIP Budget is delivered to the Required Lenders.

(ii) Budget Testing. The Debtors shall at all times comply with the DIP Budget, subject to the Prohibited Variances (as defined below). Commencing on the fourth Thursday after the date of entry of the Interim Order (the "Initial Variance Report Date"), and on a bi-weekly (every two-week) basis thereafter (by 5:00 p.m. (prevailing Eastern time) on each such applicable Thursday, or the successive business day if such Thursday is not a business day, (a) a "Variance Report Date"), the Debtors shall deliver by email to the DIP Administrative Agent, for distribution to the DIP Lenders, a variance report (each, a "Budget Variance Report") for the immediately preceding four-week Variance Period (as defined below) comparing, in each case not to exceed 15% (receipts) and 15% (disbursements), with respect to the U.S. business of the Debtors and 15% (receipts) and 15% (disbursements) with respect to the rest-of-world business of the Debtors (collectively, the "Prohibited Variance"), actual cash receipts on an aggregate basis and, separately, aggregate cash disbursements (excluding professional fees and expenses), in each case, on an aggregate basis, for such Variance Period to the projected receipts and disbursements (excluding professional fees and expenses), respectively, with respect to the U.S. business of the Debtors and separately with respect to the rest-of-world business of the

Debtors, set forth in the DIP Budget for such four-week period after the Petition Date (each such period and successive four-week period, a "Variance Period") and (ii) describing in adequate detail all material variances. For the avoidance of doubt, any reference to "written consent" or "written approval" hereunder shall include consent or approval granted by email (including as communicated by counsel in writing to the DIP Lenders) and deemed acceptance.

(iii) Except as otherwise agreed to by the DIP Administrative Agent, acting at the direction of the Required Lenders, and the Prepetition Agent, acting at the direction of the requisite Prepetition SFA Secured Parties, as applicable, or as expressly permitted herein or in the DIP Credit Agreement or the other DIP Term Loan Documents, the Debtors' use of the proceeds of the New Money DIP Term Loans and Cash Collateral shall only be permitted pursuant to the terms of, and in accordance with, the DIP Budget. The DIP Lenders and the DIP Agents, or certain Prepetition SFA Secured Parties, as applicable, shall have no obligation with respect to the Debtors' use of the proceeds of the New Money DIP Term Loans and Cash Collateral, and shall not be obligated to ensure or monitor the Debtors' compliance with the DIP Budget or to pay (directly or indirectly from the New Money DIP Term Loans or Cash Collateral) any expenses incurred or authorized to be incurred pursuant to the DIP Budget. The consent of the Required Lenders, the DIP Agents or the Prepetition SFA Secured Parties, as applicable, to the use of New Money DIP Term Loans or Cash Collateral pursuant to this Final Order and the DIP Credit Agreement shall not be construed as consent to the use of any New Money DIP Term Loans or Cash Collateral after the occurrence of an Event of Default (as defined in the DIP Credit Agreement) (other than funding the Carve Out in full as set forth herein), regardless of whether the aggregate funds shown on the DIP Budget have been expended. The Debtors shall provide the DIP Lenders, the advisors to the Ad Hoc Term Lender

Group, the Committee, and the advisors to the Committee with all reporting and other information required to be provided to the DIP Agents under the DIP Credit Agreement and the other DIP Term Loan Documents. In addition to, and without limiting, whatever rights to access the DIP Agents and the DIP Secured Parties have under the DIP Credit Agreement or the other DIP Term Loan Documents, upon reasonable notice, at reasonable times during normal business hours, the Debtors shall, to the extent reasonably practicable, permit representatives, advisors, agents, and employees of the DIP Agents, the DIP Lenders, and the Committee to: (i) have access to and inspect the Debtors' books and records; and (ii) discuss the Debtors' affairs, financings, and conditions with the Debtors' attorneys and financial advisors.

7. Carve Out.

(a) Carve Out. As used in this Final Order, the "Carve Out" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $20,000 incurred by a trustee under Bankruptcy Code section 726(b) (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "Allowed Professional Fees") incurred by persons or firms retained by the Debtors pursuant to Bankruptcy Code sections 327, 328, or 363 (the "Debtor Professionals") and the Committee pursuant to Bankruptcy Code sections 328 or 1103 (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 DIP Administrative Agent (or, if following the indefeasible payment in full, in cash, of the DIP Obligations and the termination of all commitments under the DIP Term

Facility, the Prepetition Agents) 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; (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $9,750,000 incurred after the first business day following delivery by the DIP Administrative Agent (or, if following the indefeasible payment in full, in cash, of the DIP Obligations and the termination of all commitments under the DIP Term Facility, the Prepetition Agents) 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"); and (v) upon the occurrence, and during the continuation, of a DIP Termination Event, the allowed fees and expenses of Susan N. Goodman as patient care ombudsman [Docket Nos. 243, 250], in an aggregate amount not to exceed $200,000. For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the DIP Administrative Agent (or, if following the indefeasible payment in full, in cash of the DIP Obligations and the termination of all commitments under the DIP Term Facility, the Prepetition Agents) to the Debtors, their lead restructuring counsel, the U.S. Trustee, and counsel to the Committee, which notice may be delivered following (x) the occurrence and during the continuation of an Event of Default and acceleration of the DIP Obligations under the DIP Term Facility or (y) if all commitments under the DIP Term Facility have been terminated, the termination of the Debtors' right to use Cash Collateral, 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 DIP Administrative Agent (or, if following the indefeasible payment in full, in cash, of the DIP Obligations and the termination of all commitments under the DIP Term Facility, the

Prepetition Agents) to the Debtors and their counsel with a copy to the U.S. Trustee, counsel to the DIP Lenders, and counsel to the Committee (the "Termination Declaration Date"), the Carve Out Trigger Notice shall be deemed a draw request and notice of borrowing by the Debtors for Delayed-Draw New Money Loans from DIP Lenders having outstanding New Money Loan Commitments (each as defined in the DIP Credit Agreement) (on a pro rata basis based upon the then outstanding New Money Loan Commitments), in an amount equal to the then unpaid amounts of the Allowed Professional Fees (any such amounts actually advanced shall constitute Delayed-Draw New Money Loans) and also 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 held by or under the control of the DIP Administrative Agent 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, the Carve Out Trigger Notice shall also be deemed a request by the Debtors for Delayed-Draw New Money Loans from DIP Lenders having outstanding New Money Loan Commitments (on a pro rata basis based on the then outstanding New Money Loan Commitments), in an amount equal to the Post-Carve Out Trigger Notice Cap (any such amounts actually advanced shall constitute Delayed-Draw New Money Loans) and 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, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap. The Debtors shall deposit and hold such amounts in a segregated account held by or under the control of the DIP Administrative Agent in trust to pay such Allowed Professional Fees benefiting from the Post-Carve Out Trigger

Notice Cap (the "Post-Carve Out Trigger Notice Reserve" and, together with the Pre-Carve Out Trigger Notice Reserve, the "Carve Out Reserves") prior to any and all other claims. On the first business day after the DIP Administrative Agent gives such notice to such DIP Lenders, notwithstanding anything in the DIP Credit Agreement or other DIP Term Loan Document to the contrary, including with respect to the existence of a Default (as defined in the DIP Credit Agreement) or Event of Default, the failure of the Debtors to satisfy any or all of the conditions precedent for the borrowing of Delayed-Draw New Money Loans under the DIP Credit Agreement, any termination of the New Money Loan Commitments following an Event of Default, or the occurrence of the Maturity Date, each DIP Lender with an outstanding DIP Commitment (on a pro rata basis based on the then outstanding Commitments) shall make available to the DIP Agents such DIP Lender's pro rata share with respect to such borrowing in accordance with the terms of the DIP Term Facility. In no event shall the provision of this paragraph result in an increase to any New Money Loan Commitments of any DIP Lender or any other Person. 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") 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 DIP Administrative Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all DIP Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Agents for the benefit of the Prepetition SFA Secured Parties in accordance with their rights and priorities as of the Petition Date. 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 DIP Administrative Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all DIP Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Agents for the benefit of the Prepetition SFA Secured Parties in accordance with their rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the DIP Credit Agreement, the other DIP Term Loan Documents, or this Final Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 7, 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 7, prior to making any payments to the DIP Agents or the Prepetition SFA Secured Parties, as applicable. Notwithstanding anything to the contrary in the DIP Credit Agreement, the other DIP Term Loan Documents, or this Final Order, following delivery of a Carve Out Trigger Notice, the DIP Agent, the DIP Lenders, the Prepetition Agents, and the Prepetition Secured Parties shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the DIP Administrative Agent for application in accordance with the DIP Credit Agreement, the DIP Term Loan Documents or this Final Order, or, if applicable, to the Prepetition Agents for the benefit of the Prepetition SFA Secured Parties in accordance with their rights and priorities as of the Petition Date. Further, notwithstanding anything to the contrary in this Final Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute Loans (as defined in the DIP Credit Agreement) or increase or

reduce the DIP 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 DIP 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 the Interim Order, this Final Order, the terms of the DIP Term Facility, or in any prepetition secured facilities (including, without limitation, the Prepetition SFA), the Carve Out shall be senior to any and all liens and claims securing the DIP Term Facility, the Adequate Protection Liens, and the Adequate Protection Claim, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition Secured Obligations. Notwithstanding the payment of any amounts contained in the Carve Out Reserves (including any residual amounts contained therein) to the Prepetition Secured Parties as contemplated by this paragraph 7, all parties' rights with respect to any such payments solely to the Prepetition Secured Parties (including whether such amounts constitute Prepetition SFA Collateral) are expressly preserved.

(c) Payment of Professional Fees Prior to the Termination Declaration Date. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees, or on or following the Termination Declaration Date if on account of Allowed Professional Fees incurred on or prior to the Termination Declaration Date, shall not reduce the Carve Out.

(d) No Direct Obligation to Pay Allowed Professional Fees. Subject to any of the DIP Agents', DIP Lenders', or Prepetition Secured Parties' obligations with respect to the Carve Out Reserves, none of the DIP Agents, DIP Lenders, or the Prepetition Secured Parties

shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in the Interim Order, this Final Order, or otherwise shall be construed to obligate the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(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. Any funding of the Carve Out shall be added to, and made a part of, the DIP Obligations secured by the DIP Collateral, and shall be otherwise entitled to the protections granted under this Final Order, the DIP Term Loan Documents, the Bankruptcy Code, and applicable law.

8. Limitation on Charging Expenses against Collateral. Effective as of the Petition Date, in light of the agreement of the DIP Agents, the DIP Lenders, and certain Prepetition SFA Lenders to allow (i) the Debtors to use Cash Collateral as provided for herein, (ii) the Carve Out, and (iii) for the subordination of the Primed Liens to the DIP Liens, no expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Prepetition SFA Collateral or the DIP Collateral (except to the extent of the Carve Out) pursuant to Bankruptcy Code section 506(c) or any similar principle of law, without the prior written consent of the DIP Agents, the Required Lenders, and the

Prepetition Agents, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence; *provided*, that, subject to the following proviso, the foregoing waiver shall only apply to costs and expenses of administration (including, without limitation, any professional fees, commissions, transactional, success or similar fees), which have been or may be incurred or accrued in these Chapter 11 Cases or any successor cases at any time, or costs and expenses incurred in connection with the preservation, protection, disposal or enhancement of, or realization by the Prepetition Secured Parties upon the Prepetition SFA Collateral, in each case prior to the date that is the earlier of (x) the end of the DIP Budget, as amended from time to time, and (y) the termination of the Debtors' right to use Cash Collateral following the occurrence of a DIP Termination Event, unless the Debtors' right to use Cash Collateral is renewed or extended, subject to all parties' rights at such time to seek and/or defend against further waiver; *provided*, *further*, that, notwithstanding the foregoing, upon the occurrence, and during the continuation, of a DIP Termination Event, the Debtors or the Committee, to the extent it has standing, may seek to surcharge the Prepetition SFA Collateral of GenesisCare USA Group Holdings Inc. and its Debtor subsidiaries (collectively, the "U.S. Debtors") under and subject to the requirements of section 506(c) of the Bankruptcy Code solely (a) to the extent of accrued and unpaid allowed administrative expenses of the U.S. Debtors (excluding fees and expenses that are otherwise addressed through the Carve Out) and (b) for post DIP Termination Event allowed administrative expenses of the U.S. Debtors (excluding fees and expenses that are otherwise addressed through the Carve Out); *provided*, *however*, that all parties' rights (including the Committee) to object to any sale or sales of the assets of the U.S. Debtors in these Chapter 11 Cases are hereby preserved. Notwithstanding anything contained herein to the contrary, nothing in this Final Order or the transactions contemplated hereby (including, without limitation, the

approval of any DIP Budget or the consent to the terms of this Final Order) shall constitute (i) a finding as to the scope of the costs or expenses that may be surcharged pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise, or (ii) an admission or be deemed an admission by the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties (nor shall any consent be implied from any action, inaction or acquiescence by, either with or without notice to, the Prepetition Secured Parties) to any charge, lien, assessment or claim (excluding the Carve Out) with respect to any of their respective claims, the Carve Out, or the DIP Collateral (including Prepetition SFA Collateral), whether pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise. The Prepetition Secured Parties reserve all rights to challenge or assert any defense in relation to any attempt to surcharge pursuant to section 506(c) or otherwise.

9. Limited Marshaling/Application of Proceeds. Except as set forth in the following proviso, effective as of the date of the entry of the Final Order, the DIP Agents and the Prepetition Security Agent shall be entitled to apply the payments or proceeds of the DIP Collateral and the Prepetition SFA Collateral in accordance with the provisions of the Final Order, the DIP Credit Agreement, the other DIP Term Loan Documents, and the Prepetition SFA, as applicable, and in no event shall the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or Prepetition SFA Collateral, as applicable; *provided*, the DIP Agents, the DIP Lenders, the Prepetition Agents and the Prepetition Secured Parties, as applicable, in seeking to satisfy their claims (whether prepetition or postpetition, secured or unsecured, including postpetition administrative expense claims), shall be required to look: (a) in the case of DIP Obligations associated with the DIP New Money Term Loans: (i) *first*, to the DIP Collateral (excluding Avoidance Proceeds) and, (ii) *second*, only in the event such other DIP

Collateral has been exhausted, to Avoidance Proceeds; and (b) in the case of DIP Obligations (other than the DIP Obligations associated with the DIP New Money Term Loans), Adequate Protection Obligations and Prepetition Obligations: (i) *first*, to DIP Collateral which is also Prepetition SFA Collateral and, (ii) *second*, only in the event such DIP Collateral which is also Prepetition SFA Collateral has been exhausted, to other property of the Debtors, including Avoidance Proceeds, to the extent such obligations are either secured by, or have recourse to, that property under this Final Order.

10. Equities of the Case. Effective as of the Petition Date, in light of, among other things, the agreement of the DIP Agents, the DIP Lenders, and certain Prepetition SFA Secured Parties to allow the Debtors to use Cash Collateral on the terms set forth herein (i) the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties shall be entitled to the rights and benefits of Bankruptcy Code section 552(b), if any, and (ii) the "equities of the case" exception under Bankruptcy Code section 552(b) shall not apply to such parties with respect to the proceeds, products, offspring, or profits of any of the Prepetition SFA Collateral or the DIP Collateral, as applicable.

11. Payments Free and Clear. Subject and subordinate to the Carve Out in all respects and subject to paragraphs 23 and 24 with respect to any Roll-Up Amounts, any and all payments or proceeds remitted to the DIP Administrative Agent on behalf of the DIP Agents or DIP Lenders pursuant to the provisions of the Interim Order, this Final Order, the DIP Credit Agreement, and any other DIP Term Loan Document or any subsequent order of this Court shall be irrevocable, received free and clear of any claim, charge, assessment, or other liability, including, without limitation, any claim or charge arising out of or based on, directly or

indirectly, Bankruptcy Code sections 506(c) or 552(b), whether asserted or assessed by, through or on behalf of the Debtors.

12. Use of Cash Collateral. The Debtors are hereby authorized to use all Cash Collateral solely in accordance with this Final Order, the DIP Credit Agreement, and the other DIP Term Loan Documents, to the extent set forth in the DIP Budget, including, without limitation, to make payments on account of the Adequate Protection Obligations (as defined below) and other obligations provided for in this Final Order, the DIP Credit Agreement, and the other DIP Term Loan Documents. Except as pursuant to the DIP Budget, or on the terms and conditions of this Final Order, or an order of the Court, or as otherwise agreed to by the DIP Administrative Agent (acting at the direction of the Required Lenders), or, following payment in full in cash of the DIP Obligations and termination of the DIP Term Facility, the Prepetition Agents (acting at the direction of the requisite Prepetition SFA Secured Parties), the Debtors shall be enjoined and prohibited from at any time using the Cash Collateral.

13. Adequate Protection for the Prepetition Secured Parties. Subject and subordinate only to the Carve Out and the terms of this Final Order, pursuant to Bankruptcy Code sections 361, 363(e), and 364, and in consideration of the stipulations and consents set forth herein, as adequate protection of their interests in the Prepetition SFA Collateral (including Cash Collateral), for any postpetition diminution in value of such interests (such diminution, a "Diminution in Value") resulting from the incurrence of additional debt and the imposition of the Priming Liens on the Prepetition SFA Collateral, the Carve Out, the imposition of the automatic stay, the sale, lease, or use of the Prepetition SFA Collateral (including Cash Collateral), or any other reason for which adequate protection may be granted under the Bankruptcy Code, the Prepetition Agents and the other Prepetition Secured Parties are hereby granted the following

(collectively, the "Adequate Protection Obligations"); provided that the Prepetition Agents on behalf of the Prepetition Secured Parties shall have no recourse to the Carve Out Reserves except to the extent of the Carve Out Security Interests on the terms herein, and the adequate protection will otherwise include:

(a) Adequate Protection Liens. As security for and solely to the extent of any Diminution in Value, valid, binding, enforceable, non-avoidable, effective, and automatically perfected additional and replacement liens on, and security interest in, the DIP Collateral (including the Avoidance Proceeds) (the "Adequate Protection Liens"), without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, intellectual property filings, mortgages, deeds of trust, notices of lien, or other similar instruments or documents. The Adequate Protection Liens shall be subject and junior to the Permitted Prior Liens, the DIP Liens, the Carve Out, and otherwise be senior to all other security interests in, liens on, or claims against any of the Prepetition SFA Collateral, including the Prepetition Liens and any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under Bankruptcy Code section 551.

(b) Adequate Protection Claims. As further adequate protection, and to the extent provided by Bankruptcy Code sections 503(b) and 507(b), an allowed Administrative Expense Claim in the Chapter 11 Cases of each of the Debtors to the extent of any postpetition Diminution in Value (the "Adequate Protection Claims"). The Adequate Protection Claims shall be payable from, and have recourse to, all DIP Collateral and all proceeds thereof. Subject to the Carve Out and the DIP Superpriority Claims in all respects, the Adequate Protection Claims will not be junior or *pari passu* to any claims and shall have priority over all Administrative Expense

Claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, and to the extent permitted by law (including the Bankruptcy Code), Administrative Expense Claims of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 365, 503(a), 506(c), 507(a), 507(b), 546(d), 726, 1113 and 1114. The Prepetition Secured Parties shall not receive or retain any payments, property, or other amounts in respect of the Adequate Protection Claims from the Debtors under Bankruptcy Code section 507(b) granted hereunder unless and until the DIP Obligations have been indefeasibly paid in full, in cash, or as otherwise provided in the DIP Credit Agreement or the DIP Term Loan Documents.

(c) Fees and Expenses. As further adequate protection, the Debtors are authorized and directed to pay, without further Court order, the reasonable and documented fees and expenses (the "Adequate Protection Fees"), whether incurred before or after the Petition Date, of the Prepetition Secured Parties, to the extent set forth in the DIP Credit Agreement, the other DIP Term Loan Documents, and this Final Order. The Adequate Protection Fees shall include, without limitation, (i) the Prepetition Agents' outstanding agency fees, (ii) Houlihan Lokey, Inc.'s advisory fee, and (iii) the reasonable and documented fees and expenses of (A) Akin Gump Strauss Hauer & Feld, LLP, Arnold Bloch Leibler and Houlihan Lokey, Inc. in their capacities as lead counsel, Australian counsel, and investment banker, respectively, to the Backstop Parties and the Ad Hoc Term Lender Group, (B) Wachtell, Lipton, Rosen & Katz as counsel to certain Backstop Parties, (C) Sidley Austin LLP as legal counsel to the Prepetition Agents and DIP Agents, (D) Proskauer Rose LLP ("Proskauer"), as counsel to certain of the Backstop Parties *provided, however,* that any fees and expenses due to Proskauer shall be, in all respects, subject to the limitations set forth in the DIP Backstop Commitment Letter, and

(E) Ashurst LLP as Australian counsel to certain of the Debtors' affiliated doctors in an amount not to exceed $250,000 AUD per month (plus goods and service tax) and a barrister in an amount not to exceed $10,000 AUD per month. Professionals for the Prepetition Secured Parties shall not be required to file applications or motions with, or obtain approval of, this Court for compensation and reimbursement of fees and expenses; *provided*, *however*, that any time such professionals seek the payment of fees and expenses from the Debtors, each professional shall provide reasonably detailed summary copies of its fee and expense statements or invoices (which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney client privilege or of any benefits of the attorney work product doctrine) to counsel to the Debtors, the U.S. Trustee, and counsel to the Committee (collectively, the "Fee Notice Parties"); *provided*, *further,* that the Debtors, the U.S. Trustee, and any statutory committee appointed in the Chapter 11 Cases reserve their rights to request additional detail regarding the services rendered and expenses incurred by such professionals, subject to redaction for privilege. If no objection to payment of the requested Adequate Protection Fees and expenses is made, in writing, by any of the Fee Notice Parties within ten (10) calendar days after delivery of such invoices (the "Fee Objection Period"), then such invoice shall be promptly paid, without further order of, or application to, this Court or notice to any other party, and, in any case, within ten (10) calendar days following the expiration of the Fee Objection Period; *provided*, *however*, that any such payment shall be without prejudice, and with a full reservation of rights, as to whether such payment should be recharacterized or reallocated pursuant to section 506(b) of the Bankruptcy Code as payments

under the Prepetition SFA (whether as principal, interest or otherwise). For the avoidance of doubt, the provisions of such invoices shall not constitute a waiver of attorney-client privilege or any benefits of the attorney work product doctrine. If, within the Fee Objection Period, a Fee Notice Party sends to the affected professional a written objection to such invoice, then only the disputed portion of such Adequate Protection Fees shall not be paid as set forth above until the objection is resolved by the applicable parties in good faith or, if no resolution can be achieved after good faith discussions, by order of this Court, and any undisputed portion shall be paid as soon as reasonably practicable and, in any case, within seven (7) calendar days following the expiration of the Fee Objection Period. Subject to the terms hereof, the Debtors are authorized, without further notice or hearing, to pay all reasonable and documented fees, costs, and out-of-pocket expenses of the Prepetition SFA Secured Parties to the extent set forth in and payable under the DIP Credit Agreement, the other DIP Term Loan Documents, or this Final Order; *provided*, *however*, that parties shall not have to comply with the fee review provisions set forth above with respect to any fees or expenses incurred prior to entry of the Interim Order.

14. Perfection of DIP Liens and Adequate Protection Liens.

(a) The DIP Collateral Agent and the Prepetition Security Agent 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) security agreements, pledge agreements, financing statements, intellectual property filings, deeds of trust, mortgages, depository account control agreements, notices of lien, or similar instruments in any jurisdiction in order to validate and perfect the DIP Liens and the Adequate Protection Liens. Whether or not the DIP Collateral Agent or the Prepetition Security Agent shall, in their discretion or at the direction of the Required Lenders or requisite Prepetition

Secured SFA Parties, choose to file such security agreements, pledge agreements, financing statements, intellectual property filings, deeds of trust, mortgages, depository account control agreements, notices of lien, or similar instruments or documents, such DIP Liens and Adequate Protection Liens shall be deemed valid, automatically perfected, allowed, enforceable, non-avoidable and effective by operation of law, and not subject to challenge, dispute, or subordination (subject to the priorities set forth in this Final Order), as of the entry of the Interim Order, in any jurisdiction (domestic and foreign), without the need of any further action of any kind. This Final Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the DIP Liens and the Adequate Protection Liens without the necessity of filing or recording any security agreements, pledge agreements, financing statement, intellectual property filing, deed of trust, mortgage, depository account control agreement, notice of lien, or other instrument or document which my otherwise be required under the law of any jurisdiction or the taking of any other action to create, attach, validate or perfect the DIP Liens and the Adequate Protection Liens or to entitle the DIP Liens and the Adequate Protection Liens to the priorities granted herein. Upon the request of the DIP Agents or the Prepetition Agents, as applicable, each of the Prepetition SFA Secured Parties and the Debtors, without any further consent of any party, is authorized to take, execute, deliver, and file such instruments (in the case of the Prepetition SFA Secured Parties, without representation or warranty of any kind) to enable the DIP Agents or the Prepetition Agents, as applicable, to further validate, perfect, preserve, and enforce the DIP Liens and the applicable Adequate Protection Liens, respectively. All such documents will be deemed to have been recorded and filed as of the Petition Date.

(b) A copy of this Final Order may, in the discretion of the DIP Collateral Agent or the Prepetition Security Agent or at the direction of the Required Lenders or the

requisite Prepetition SFA Secured Parties, as applicable, be filed with or recorded in filing or recording offices in addition to, or in lieu of, such security agreements, pledge agreements, financing statements, intellectual property filings, mortgages, depository account control agreement, deeds of trust, notices of lien, or similar instruments, and all filing offices in all jurisdictions (domestic and foreign) are hereby authorized to accept such certified copy of this Final Order for filing and recording.

(c) Any proceeds of the DIP Term Facility not used pursuant to the DIP Budget on the Final Funding Date shall be deposited into the DIP Escrow Account maintained by the DIP Escrow Agent under the sole dominion and control of the DIP Agents, and will be subject to the DIP Liens and Adequate Protection Liens. Funds in the DIP Escrow Account shall be disbursed to the Debtors in accordance with the terms and conditions set forth in the DIP Credit Agreement. From the Petition Date until the DIP Obligations have been paid in full in cash, all proceeds of the DIP Term Facility, cash receipts, Cash Collateral, and all proceeds from the sale or disposition of, or other revenue of any kind attributable to, any DIP Collateral that is now in, or shall hereafter come into, the possession or control of any of the Debtors, or to which any of the Debtors is now or shall hereafter become entitled shall be subject to the DIP Liens and Adequate Protection Liens (and shall be treated in accordance with this Final Order and the DIP Term Loan Documents). The DIP Agents shall be deemed to have "control" over all cash management accounts (including the DIP Escrow Account) for all purposes of perfection under the Uniform Commercial Code pursuant to this Final Order, and if required by the DIP Agents (at the direction of the Required Lenders). Subject to the provisions of this Final Order and the DIP Term Loan Documents, all financial institutions with which the Debtors maintain accounts containing Cash Collateral are authorized to comply with any request of the DIP Agents to turn

over to the DIP Agents all Cash Collateral therein without offset or deduction of any kind after the occurrence and during the continuance of any Event of Default (as defined in the DIP Credit Agreement).

(d) Any provision of any lease or other license, contract, or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any the Debtors' interests in any lease, license, or other agreement, or the proceeds thereof, or other collateral related thereto, in connection with the granting of the DIP Liens and the Adequate Protection Liens, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Thereupon, any such provision shall have no force and effect with respect to the granting of the DIP Liens and the Adequate Protection Liens on the Debtors' interests in any lease, license, or other agreement, or the proceeds of any assignment and/or sale thereof by any Debtor in accordance with the terms of the DIP Credit Agreement, the other DIP Term Loan Documents, or this Final Order. For the avoidance of doubt, with respect to non-residential real property leases, no liens or encumbrances shall be granted or extended to such leases under this Final Order, except as permitted by the applicable lease or applicable law and as set forth in Paragraph 4 above.

(e) In order to evidence and confirm the priority of liens securing the DIP Obligations and the Prepetition Obligations, the Prepetition Agents and the DIP Agents are authorized and directed to enter into one or more intercreditor agreements (the "Confirmatory Intercreditor Agreements"), including any amendments necessary or desirable in connection therewith, consistent with this Final Order evidencing and confirming the priority of the liens securing the DIP Obligations and the Prepetition Obligations. The Confirmatory Intercreditor

Agreements may be filed or furnished to any person or entity (including recording registries) to evidence and confirm the priority of the liens securing the DIP Obligations and the Prepetition Obligations. Additionally, this Final Order, the Confirmatory Intercreditor Agreements, and any security agreements entered into in connection with the DIP Credit Agreement shall be Finance Documents (as defined in the Prepetition SFA Facility).

(f) The Debtors are further authorized, but not directed, to seek recognition of this Final Order in any appropriate proceeding in a foreign jurisdiction.

15. Section 507(b) Reservation. Nothing herein shall impair or modify the application of Bankruptcy Code section 507(b) in the event that the adequate protection provided to the Prepetition Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition SFA Collateral during the Chapter 11 Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition Secured Parties, that the adequate protection granted herein does in fact adequately protect against any Diminution in Value of the Prepetition Secured Parties' respective interests in the Prepetition SFA Collateral (including the Cash Collateral). Nothing contained herein shall be construed as a determination or finding that there has been or will be any Diminution in Value of the Prepetition SFA Collateral (including Cash Collateral) and the rights of all parties, including, without limitation, the Committee and the Prepetition SFA Lenders, as to such issues (including how Diminution in Value is to be measured or determined) are hereby fully reserved and preserved.

16. DIP Termination Event. Subject to any applicable notice and cure periods and other terms set forth in paragraph 17 hereof, if the DIP Obligations have not been indefeasibly paid in full in cash or satisfied, including in connection with a 363 Sale, then the DIP Obligations

shall accelerate and become due and payable in full, and the DIP Commitments and the Debtors' use of Cash Collateral will terminate, in each case, without further notice or action by the Court, following the earliest to occur of any of the following (each a "DIP Termination Event"): (i) the occurrence and continuation of any Event of Default (as defined and set forth in the DIP Credit Agreement), which Events of Default are explicitly incorporated by reference into this Final Order, subject to execution of an amendment to the DIP Credit Agreement, eliminating or modifying certain Events of Default and related provisions; (ii) the Debtors' failure to comply with any material provision of this Final Order; (iii) the occurrence of the Maturity Date (as defined in the DIP Credit Agreement); and (iv) the entry of an order authorizing the use of Cash Collateral of the DIP Lenders on a non-consensual basis or financing under Bankruptcy Code section 364 that is *pari passu* or senior to the DIP Term Loans or the Prepetition SFA Loans or the filing by the Debtors of a motion seeking such authority; and (v) unless otherwise agreed to in writing by the Required Lenders in their sole discretion, the consummation of a sale or disposition of any material assets of the Debtors other than a sale or disposition in the ordinary course of business.

17. Remedies Upon a DIP Termination Event. The Debtors shall immediately provide notice to counsel to the DIP Agents, the DIP Lenders and the Prepetition Agents of the occurrence of any DIP Termination Event. Upon the occurrence of a DIP Termination Event (regardless of whether the Debtors have given the notice described in the previous sentence) and upon the request of the Required Lenders, (i) the commitment of each DIP Lender to make DIP Term Loans will be terminated (to the extent any such commitment remains under the DIP Term Facility) and all obligations under the DIP Term Facility shall become due and payable, (ii) the Debtors' authority to use Cash Collateral shall immediately terminate, subject only to the Carve

Out and except that the Debtors may use Cash Collateral to make payroll of the Debtors and fund critical expenses of the Debtors necessary to preserve the Prepetition SFA Collateral, in each case in accordance with the terms of the DIP Budget and (iii) the DIP Lenders shall be entitled to file a motion with the Court seeking emergency relief from the automatic stay (the "Stay Relief Motion") upon no less than five (5) business days' written notice (the "Notice Period"), to counsel to the Debtors and their counsel, the U.S. Trustee, and counsel to the Committee; *provided*, *however*, that nothing herein shall prejudice the right of any party-in-interest to object to such relief. At the hearing on the Stay Relief Motion, the Court may fashion an appropriate remedy, including that (i) the DIP Collateral Agent, acting at the direction of the Required Lenders, may exercise any rights and remedies against the DIP Collateral available to it under this Final Order, the DIP Credit Agreement, the other DIP Term Loan Documents, and applicable non-bankruptcy law, and the DIP Agents, acting at the direction of the Required Lenders, and the DIP Lenders, may exercise such other rights available to it under the DIP Term Loan Documents or this Final Order, as applicable, and (ii) the Prepetition Secured Parties may exercise any rights and remedies in accordance with the Prepetition Credit Documents and applicable non-bankruptcy law and this Final Order to satisfy the Prepetition Obligations, the Adequate Protection Claims, and any other Adequate Protection Obligations, subject to the DIP Obligations, the DIP Superpriority Claims and, in each case, subject and subordinate in all respects to the Carve Out. The DIP Agents and the DIP Lenders agree not to oppose a request by the Debtors for an expedited hearing filed during such Notice Period to determine whether a DIP Termination Event has occurred in accordance with this Final Order, the DIP Credit Agreement, or the other DIP Term Loan Documents. Upon the termination the DIP Term Facility, all DIP Term Loans and all other obligations under the DIP Term Facility shall be indefeasibly repaid in

full in cash; *provided*, *however*, that upon the Required Lenders' consent the outstanding principal amount of DIP Term Loans and any accrued and unpaid interest thereon may be subject to a different treatment, including pursuant to a plan of reorganization filed in the Chapter 11 Cases. Notwithstanding anything to the contrary herein or in the DIP Credit Agreement, the rights of the DIP Lenders, the DIP Collateral Agent, the Prepetition Secured Parties, and the DIP Agents to use or occupy any premises subject to a lease of non-residential real property shall be limited to (a) any such rights agreed to in writing by the applicable landlord, (b) any rights of the DIP Lenders that are valid and enforceable under applicable non-bankruptcy law, if any, or (c) further order of the Court following notice and a hearing as appropriate under the circumstances.

18. Joint and Several. The Debtors are jointly and severally liable for the DIP Obligations, the Adequate Protection Obligations, and all other obligations hereunder.

19. No Waiver for Failure to Seek Relief. The failure or delay of the Debtors, the DIP Agents, the DIP Lenders, or any of the Prepetition Secured Parties to exercise rights and remedies under this Final Order, the DIP Credit Agreement, the other DIP Term Loan Documents, the Prepetition Credit Documents, or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

20. Preservation of Rights Granted Under this Final Order.

(a) Subject and subordinate in all cases to the Carve Out, and other than as set forth in this Final Order, neither the DIP Liens nor the Adequate Protection Liens shall be made subject to, or *pari passu* with, any lien or security interest granted in any of the Chapter 11 Cases or arising after the Petition Date, and neither the DIP Liens nor the Adequate Protection Liens

shall be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under Bankruptcy Code section 551.

(b) In the event that this Final Order or any provision hereof is reversed or modified on appeal, the validity and priority of any liens or claims granted to the Prepetition Secured Parties hereunder arising prior to the effective date of any such reversal or modification of this Final Order shall be governed in all respects by the original provisions of this Final Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the Prepetition Secured Parties shall be entitled to the protections afforded in Bankruptcy Code section 364(e).

(c) Subject and subordinate to the Carve Out, unless and until all DIP Obligations, Prepetition SFA Obligations, and Adequate Protection Obligations are indefeasibly paid in full, in cash, or all commitments under the DIP Credit Agreement are otherwise terminated in accordance with the terms thereof, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly: (i) except as permitted under the DIP Credit Agreement or the other DIP Term Loan Documents, or with the prior written consent of the DIP Agents (acting at the direction of the Required Lenders) (x) any modification, stay, vacatur, or amendment of this Final Order, (y) a priority claim for any administrative expense, secured claim, or unsecured claim against any of the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in Bankruptcy Code sections 503(b), 507(a), or 507(b)) in any of the Chapter 11 Cases, equal or superior to the DIP Superpriority Claims, the Adequate Protection Claims, and the Prepetition Obligations (or the liens and security interests secured such claims and obligations), or (z) any other order allowing use of the DIP Collateral except if in compliance

with this Final Order and the DIP Budget; (ii) except as permitted under the DIP Credit Agreement and the other DIP Term Loan Documents, or with the prior written consent of the DIP Agents (acting at the direction of the Required Lenders), any lien on any of the DIP Collateral or the Prepetition SFA Collateral with priority equal or superior to the DIP Liens, the Adequate Protection Liens, or the Prepetition Liens, as the case may be; (iii) the use of Cash Collateral for any purpose other than as permitted in the DIP Credit Agreement, the other DIP Term Loan Documents, and this Final Order (including in compliance with the Budget or other orders of the Court to which the DIP Agents (acting at the direction of the Required Lenders)) has approved; (iv) an order converting any of the Chapter 11 Cases or dismissing any of the Chapter 11 Cases; (v) an order appointing a chapter 11 trustee in any of the Chapter 11 Cases; or (vi) an order appointing an examiner with expanded powers in any of the Chapter 11 Cases. Until and unless the DIP Obligations have been paid in full in cash and all commitments to extend credit under the DIP Facility have been terminated, each Debtor irrevocably waives any right to seek any amendment, modification, or extension of this Final Order without the prior written consent of the DIP Agents (acting at the direction of the Required Lenders in their sole discretion), and no such consent shall be implied by any action, inaction, or acquiescence of the applicable DIP Agents or the DIP Lenders.

(d) Notwithstanding any order dismissing any of the Chapter 11 Cases under Bankruptcy Code section 1112 or otherwise entered at any time, (x) the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Claims, and the other administrative claims granted pursuant to this Final Order shall continue in full force and effect, and shall maintain their priorities as provided in this Final Order, until all DIP Obligations and Adequate Protection Obligations are indefeasibly paid in full, in cash (and such DIP Liens,

DIP Superpriority Claims, Adequate Protection Liens, Adequate Protection Claims, and other administrative claims granted pursuant to this Final Order shall, notwithstanding such dismissal, remain binding on all parties in interest); and (y) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in clause (x) above.

(e) Except as expressly provided in this Final Order, the DIP Credit Agreement, or in the other DIP Term Loan Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Claims, and all other rights and remedies of the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties granted by the provisions of this Final Order, the DIP Credit Agreement, and the DIP Term Loan Documents shall survive, shall maintain their priority as provided in this Final Order, and shall not be modified, impaired, or discharged by (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7, dismissing any of the Chapter 11 Cases, terminating the joint administration of the Chapter 11 Cases or by any other act or omission, or (ii) the entry of an order confirming a plan in any of the Chapter 11 Cases and, pursuant to Bankruptcy Code section 1141(d)(4), the Debtors have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of this Final Order, the DIP Credit Agreement, and the DIP Term Loan Documents shall continue in the Chapter 11 Cases (including in any successor cases under any chapter of the Bankruptcy Code) if the Chapter 11 Cases cease to be jointly administered or in any superseding chapter 7 cases under the Bankruptcy Code. The DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, and the Adequate Protection Claims, and all other rights and remedies of the DIP Agents, DIP Lenders, and the Prepetition Secured Parties granted by the provisions of this Final Order, shall

continue in full force and effect until the DIP Obligations and the Adequate Protection Obligations are indefeasibly paid in full, in cash (or, with respect to the DIP Obligations, otherwise satisfied in a manner agreed to by the DIP Agents (acting at the direction of the Required Lenders)). Notwithstanding anything to the contrary in the Interim Order, this Final Order, the DIP Credit Agreement, or the DIP Term Loan Documents, nothing in this Final Order, the DIP Credit Agreement, or the DIP Term Loan Documents shall affect any right of the DIP Lender to object to any sale of the Debtors' assets or any chapter 11 plan that does not pay the DIP Obligations and DIP Superpriority Claims in full, and all such rights are expressly preserved.

(f) The Debtor Genesis Specialist Care Finance UK Limited and The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch, are parties to that certain: (i) Bonding Facility Agreement, dated as of 15 May 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Bonding Facility Agreement"), and (ii) Deposit Security Deed, dated as of 22 November 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Deposit Security Deed"). The obligations created under and in connection with the Bonding Facility Agreement and Deposit Security Deed are legal, valid, binding, and non-avoidable. The security interests created under and in connection with the Bonding Facility Agreement and Deposit Security Deed are valid, properly perfected, non-avoidable, and senior in priority to the Priming Liens. For the avoidance of doubt, the Debtors agree that this Final Order does not constitute authorization for the Debtors to use the cash collateral provided under or in connection with the Bonding Facility Agreement and Deposit Security Deed. Notwithstanding anything herein to the contrary, in the event any letters of credit or similar instruments under the

Bonding Facility Agreement and Deposit Security Deed are drawn upon, the automatic stay shall be modified to permit The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch, to apply the cash collateral held under or in connection with the Bonding Facility Agreement and/or Deposit Security Deed, as applicable, to reimburse itself for such amounts that have been drawn upon and for related interest, fees, costs and expenses (whether constituting prepetition or postpetition obligations, but excluding, in all cases, any professional fees). As adequate protection of its interest in the collateral securing the obligations under the Bonding Facility Agreement and Deposit Security Deed, for any Diminution in Value resulting from any circumstance for which adequate protection may be granted under the Bankruptcy Code, The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch shall be entitled to receive payment of the reasonable and documented fees and expenses of counsel incurred in connection with this Final Order or the DIP Term Loan Documents, up to an aggregate amount of $90,000.

(g) The Debtor Genesis Cancer Care UK Limited, GCCUK Leasing Limited, and HSBC Equipment Finance (UK) Limited (as applicable) are parties to that certain: (i) Asset Loan Agreement, dated as of 8 October 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "2020 Asset Loan Agreement"), (ii) Chattels Mortgage, dated as of 14 October 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "2020 Chattels Mortgage"), (iii) Chattels Mortgage, dated as of 21 October 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Second 2020 Chattels Mortgage"), (iv) Asset Loan Agreement, dated as of 25 August 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "2021 Asset

Loan Agreement" and together with the 2020 Asset Loan Agreement, the "Asset Loan Agreements"), (v) Chattels Mortgage, dated as of 25 August 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "2021 Chattels Mortgage" and together with the 2020 Chattels Mortgage and Second 2020 Chattels Mortgage, the "Chattels Mortgages"), and (vi) Composite Guarantee, dated as of 20 October 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Composite Guarantee.)" The obligations created under and in connection with the Asset Loan Agreements, Chattels Mortgages, and Composite Guarantee are legal, valid, binding, and non-avoidable. The mortgages and first fixed charges created under and in connection with the Asset Loan Agreements, Chattels Mortgages, and Composite Guarantee are valid, properly perfected, non-avoidable, and senior in priority to the Priming Liens. For the avoidance of doubt, the Debtors agree that this Final Order does not constitute authorization for the Debtors to use any cash collateral under or in connection with the Asset Loan Agreements, Chattels Mortgages, or Composite Guarantee. As adequate protection of its interest in the collateral securing the obligations under the Asset Loan Agreements, Chattels Mortgages, and Composite Guarantee, for any Diminution in Value resulting from any circumstance for which adequate protection may be granted under the Bankruptcy Code, HSBC Equipment Finance (UK) Limited and any of its successors and assigns shall be entitled to receive cash payments pursuant to the terms of the Asset Loan Agreements, Chattels Mortgages, and Composite Guarantee, as applicable.

21. Good Faith Under Bankruptcy Code Section 364(e); No Modification or Stay of this Final Order. The DIP Agents, the DIP Lenders, and the Prepetition SFA Secured Parties have acted in good faith in connection with this Final Order and are entitled to rely upon the

protections granted herein and by Bankruptcy Code section 364(e). Based upon the findings set forth in the Interim Order and this Final Order and the record made during the First Day Hearing and Final DIP Hearing, and in accordance with Bankruptcy Code section 364(e), in the event any or all of the provisions of this Final Order are hereafter modified, amended, or vacated by a subsequent order of this Court or any other court, the DIP Agents, the DIP Lenders, and the Prepetition SFA Secured Parties are entitled to the protections provided in Bankruptcy Code section 364(e). Any such modification, amendment, or vacatur shall not affect the validity and enforceability of any advances previously made or made hereunder, or under the Interim Order, or lien, claim, or priority authorized or created hereby or in the Interim Order.

22. Expenses and Indemnification.

(a) The Debtors are authorized and directed to pay, without further Court order, the reasonable and documented fees and expenses, whether incurred before or after the Petition Date, by professionals or consultants retained by the DIP Agents and the DIP Lenders (as specifically set forth in the DIP Credit Agreement or herein), including the fees and expenses of (i) Akin Gump Strauss Hauer & Feld, LLP, Arnold Bloch Leibler, and Houlihan Lokey, Inc. in their capacities as lead counsel, Australian counsel, and investment banker, respectively, to the Backstop Parties and the Ad Hoc Term Lender Group, (ii) Wachtell, Lipton, Rosen & Katz, as legal counsel to certain of the Backstop Parties, (iii) Sidley Austin LLP, as legal counsel to the Prepetition Agents and DIP Agents, and (iv) Proskauer, as counsel to certain of the Backstop Parties (collectively, the "DIP Professionals"), incurred in connection with the Chapter 11 Cases (in any capacity) and the DIP Term Facility, including the reasonable and documented out-of-pocket expenses (including, without limitation, fees, disbursements, and other charges of DIP Professionals) of the DIP Agents and the DIP Lenders, for enforcement costs and documentary

taxes associated with the DIP Term Facility and the transactions contemplated thereby (collectively, the "DIP Professional Fees"); *provided, however,* that any fees and expenses due to Proskauer shall be, in all respects, subject to the limitations set forth in the DIP Backstop Commitment Letter. The DIP Professionals shall not be required to file motions or applications with respect to the DIP Professional Fees, *provided*, *however*, that any time the DIP Professionals seek payment of fees and expenses from the Debtors, each DIP Professional shall provide reasonably detailed summary copies of its fee and expense statements or invoices (which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney client privilege or of any benefits of the attorney work product doctrine) to the Fee Notice Parties; *provided*, *further,* that the Debtors, the U.S. Trustee, and any statutory committee appointed in the Chapter 11 Cases reserve their rights to request additional detail regarding the services rendered and expenses incurred by such professionals, subject to redaction for privilege. If no objection to payment of the requested DIP Professional Fees and expenses is made, in writing, by any of the Fee Notice Parties within the Fee Objection Period, then such invoice shall be paid as soon as reasonably practicable, without further order of, or application to, the Court or notice to any other party, and, in any case, within ten (10) calendar days following the expiration of the Fee Objection Period, and shall not be subject to any further review, challenge, or disgorgement. For the avoidance of doubt, the provisions of such invoices shall not constitute a waiver of attorney-client privilege or any benefits of the attorney work product doctrine. If, within the Fee Objection Period, a Fee Notice Party sends to the affected professional a written objection to such invoice, then only the

disputed portion of such DIP Professional Fees shall not be paid until the objection is resolved by the applicable parties in good faith or, if no resolution is achieved after good faith discussions, by order of the Court, and any undisputed portion shall be paid as soon as reasonably practicable and, in any case, within ten (10) calendar days following the expiration of the Fee Objection Period.

(b) As set forth in the DIP Credit Agreement, the Debtors will jointly and severally indemnify the DIP Lenders and the DIP Agents, and their respective affiliates, successors, and assigns, and the officers, directors, employees, agents, advisors, counsel, controlling persons, and members of each of the foregoing (each an "Indemnified Person"), and hold them harmless from and against any and all losses, claims, damages, costs, expenses (including but not limited to reasonable and documented legal fees and expenses), and liabilities arising out of or relating to the execution or delivery of the DIP Credit Agreement and the DIP Term Loan Documents, transactions contemplated hereby and thereby, and any actual or proposed use of the proceeds of any loans made under the DIP Term Facility in accordance with the terms of the DIP Credit Agreement; *provided*, that no such person will be indemnified for costs, expenses, or liabilities to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by reason of gross negligence or willful misconduct of such person (or their related persons). No Indemnified Person shall have any liability (whether direct or indirect, in contract, tort, or otherwise) to the Debtors or any shareholders or creditors of the Debtors for, or in connection with, the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Person's gross negligence or willful misconduct. Further, the Debtors will jointly and severally indemnify the

Prepetition Agents, their respective affiliates, successors, and assigns, and the officers, directors, employees, agents, advisors, controlling persons, and members of each of the foregoing (each, a "Prepetition Agents Indemnified Person") and hold them harmless from and against any and all losses, claims, damages, costs, expenses (including but not limited to reasonable and documented fees, disbursements and other charges of outside counsel) and liabilities of such Prepetition Agents Indemnified Person arising out of or relating to any claim or any litigation or other proceeding (regardless of whether such Prepetition Agents Indemnified Person is a party thereto and regardless of whether such matter is initiated by a third party or by the Borrowers or any of their affiliates) that relates to the DIP Term Facility or the transactions contemplated thereby, including the Prepetition Agents' compliance with the terms of this Final Order and all actions taken pursuant to or in accordance with this Final Order.

23. Limitation on Use of DIP Term Facility Proceeds, DIP Collateral, and Cash Collateral. Subject to paragraph 24 hereof, none of the DIP Term Facility, the DIP Collateral, the Prepetition SFA Collateral, or the proceeds thereof, including Cash Collateral, or the Carve Out may be used: (i) to investigate, initiate, prosecute, join, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, or other litigation of any type (a) against any of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties (each in their capacities as such) under the DIP Term Loan Documents, the Interim Order, this Final Order, the DIP Credit Agreement, or the Prepetition Credit Documents, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or the Committee in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense, or other contested matter, the purpose of which is to seek, or the result of

which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of any of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties to recover on the DIP Collateral or the Prepetition SFA Collateral, or seeking affirmative relief against any of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties related to the DIP Obligations or the Prepetition Obligations, (b) seeking to invalidate, set aside, avoid, or subordinate, in whole or in part, the DIP Obligations, the DIP Superpriority Claims, or the DIP Agents' and the DIP Lenders' liens or security interests in the DIP Collateral or the Prepetition Obligations or the Prepetition Liens in the Prepetition SFA Collateral, or (c) for monetary, injunctive, or other affirmative relief against the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties (each in their capacities as such), or their respective liens on, or security interests in, the DIP Collateral or the Prepetition SFA Collateral, or the DIP Superpriority Claims, that would impair the ability of any of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties to assert or enforce any lien, claim, right, or security interest, or to realize or recover on the DIP Obligations or the Prepetition Obligations to the extent permitted or provided hereunder; (ii) for objecting to or challenging in any way the legality, validity, extent, priority, perfection, or enforceability of the claims, liens, or interests (including the Prepetition Liens) held by or on behalf of each of the Prepetition Secured Parties related to the Prepetition Obligations or by or on behalf of the DIP Agents and the DIP Lenders related to the DIP Obligations; (iii) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any avoidance actions related to the DIP Obligations, the DIP Superpriority Claims, the DIP Liens, the Prepetition Obligations, or the Prepetition Liens; and (iv) for prosecuting an objection to, contesting in any manner or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of: (x) any of the DIP

Liens, the DIP Superpriority Claims, or any other rights or interests of the DIP Agents or the DIP Lenders related to the DIP Obligations or the DIP Liens or (y) any of the Prepetition Liens or any other rights or interests of any of the Prepetition Secured Parties related to the Prepetition Obligations; *provided*, that up to $300,000 of aggregate proceeds of the DIP Term Facility, the DIP Collateral, or the Prepetition SFA Collateral, including the Cash Collateral, may be used by the Committee to investigate the foregoing matters within the Challenge Period (as defined below, and such proceeds, the "Investigation Budget"); *provided*, *further*, that nothing in this Final Order shall prejudice or limit the Committee from asserting an administrative expense claim against the Debtors for any fees and expenses incurred in connection with any action described in this paragraph 23 in excess of $300,000 and nothing in this Final Order shall prejudice any party in interest from objecting to the allowance of any such asserted administrative expense claim under sections 330 and 331 of the Bankruptcy Code (or any other section pursuant to which such administrative expense claims described in this paragraph 23 are asserted).

24. Effect of Stipulations on Third Parties.

(a) The stipulations, admissions, waivers, and releases contained in paragraph F hereof shall be binding upon the Debtors (including their representatives) and any successor or assigns thereto. The stipulations, admissions, waivers, and releases contained in this Final Order shall also be binding upon all other parties in interest, including the Committee, or any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors (a "Trustee"), unless (i) such party with requisite standing granted by an order of this Court, has duly filed a proceeding challenging the validity, perfection, priority, extent, or enforceability of the Prepetition Liens, or the Prepetition Obligations, or otherwise asserting or prosecuting any

Avoidance Actions or any other claims, counterclaims, or causes of action, objections, contests, or defenses (each such proceeding or contested matter, a "Challenge") against the Prepetition Secured Parties or any such parties' affiliates or representatives in connection with any matter related to the Prepetition Credit Documents, the Prepetition SFA Collateral, the Prepetition Liens, or the Prepetition Obligations for (a) any party in interest other than the Committee no later than the date that is seventy-five (75) days from entry of the Interim Order and for (b) the Committee, no later than September 15, 2023, in each case subject to further extension (i) by written agreement (which writing may be in the form of e-mail by counsel) of the Debtors and the Prepetition Agents (at the direction of the Prepetition SFA Lenders pursuant to the Prepetition Credit Documents) each in their sole discretion, or (ii) by this Court for good cause shown pursuant to an application filed and served by a party in interest prior to the expiration of the Challenge Period, the "Challenge Period"); *provided*, in the event that, prior to the expiration of the Challenge Period, (x) the Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code or (y) a chapter 11 trustee is appointed in the Chapter 11 Cases, then in each such case, the Challenge Period shall be extended for a period of thirty (30) calendar days solely with respect to any Trustee, commencing on the occurrence of either of the events described in the foregoing clauses (x) and (y); and (ii) an order is entered by a court of competent jurisdiction and becomes final and non-appealable in favor of the plaintiff sustaining any such Challenge or claim in any such duly filed adversary proceeding. If no such adversary proceeding is timely filed prior to the expiration of the Challenge Period, without further order of this Court: (x) the Prepetition Obligations shall constitute allowed claims, not subject to any Challenge (whether characterized as a counterclaim, setoff, subordination, recharacterization, defense, avoidance, contest, attack, objection, recoupment, reclassification, reduction, disallowance, recovery,

disgorgement, attachment, "claim" (as defined by Bankruptcy Code section 101(5)), impairment, subordination (whether equitable, contractual or otherwise), or other challenge of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law), for all purposes in the Chapter 11 Cases and any subsequent chapter 7 cases, if any; (y) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, and of the priority specified in paragraph F hereof, not subject to setoff, subordination, defense, avoidance, impairment, disallowance, recharacterization, reduction, recoupment, or recovery; and (z) the Prepetition Obligations, the Prepetition Liens on the Prepetition SFA Collateral, and the Prepetition Secured Parties (in their capacities as such) shall not be subject to any other or further challenge, and any party in interest shall be forever enjoined and barred from seeking to exercise the rights of the Debtors' estates or taking any such action, including any successor thereto (including any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period). If any proceeding is timely filed by a party that has been granted standing as provided above prior to the expiration of the Challenge Period, (i) the stipulations and admissions contained in this Final Order shall nonetheless remain binding and preclusive on all other parties in interest, including any Trustee, except with respect to any party that timely files a Challenge and solely as to any stipulations or admissions that are specifically and expressly challenged in such adversary proceeding; *provided*, that, notwithstanding anything herein to the contrary, the filing of a motion by the Committee or any other party in interest seeking standing with respect to a Challenge, attaching a draft of the complaint setting forth such Challenge, shall toll any such Committee's or party's Challenge Period in respect of such Challenge, solely as to any stipulations or admissions that are specifically and expressly challenged in such adversary proceeding, until the date that is one (1)

business day after the entry of a final order of the Court (which order, on request of any party, will be issued within fourteen (14) days of the filing of the Motion) ruling on such standing motion with respect to such Challenge (or to such later date as agreed by the challenging party), the DIP Agents (at the direction of the Required Lenders), the Debtors, and the Prepetition Agents (at the direction of the requisite Prepetition SFA Secured Parties); and (ii) any Challenge not brought in such adversary proceeding shall be forever barred; *provided*, that, if and to the extent any challenges to a particular stipulation or admission are withdrawn, denied, or overruled by a final non-appealable order, such stipulation shall also be binding on the Debtors' estates and all parties in interest. For the avoidance of doubt, none of the DIP Collateral (including any proceeds thereof) shall be used to fund any professional fees or expenses of any party in connection with any Challenge (other than such fees and expenses of the Committee Professionals which shall not exceed the Investigation Budget) whether pursuant to this Final Order or otherwise. The DIP Agents, the DIP Lenders, the Prepetition Secured Parties and the Debtors stipulate and agree that none of them will raise, as a defense in connection with any Challenge, the alleged inability of creditors to file derivative suits on behalf of limited liability companies under the Delaware Limited Liability Company Act.

(b) Nothing in this Final Order vests or confers on any person (as defined in the Bankruptcy Code), including the Committee or any statutory committee appointed in the Chapter 11 Cases, standing or authority to pursue any claims or causes of action belonging to the Debtors or their estates, including, without limitation, any challenge with respect to the Prepetition SFA, the Prepetition Credit Documents or the Prepetition Obligations.

25. Release. Effective upon entry of the Interim Order, subject to the rights of parties in interest, other than the Debtors, pursuant to paragraphs 23 and 24 of this Final Order, each of

the Debtors and the Debtors' estates, on its own behalf and on behalf of its past, present, and future predecessors, successors, heirs, subsidiaries, and assigns, hereby absolutely, unconditionally, and irrevocably releases and forever discharges and acquits the DIP Agents, the DIP Lenders, the Prepetition Agents, and the Prepetition Secured Parties (but not, for the avoidance of doubt, the Non-Participating Banks or Defaulting Lenders (as defined in the Prepetition SFA)), and their respective affiliates, and each of their respective former or current officers, partners, directors, managers, owners, members, principals, employees, agents, related funds, investors, financing sources, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and the respective successors and assigns thereof, solely in their capacities as such (collectively, 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, defenses, offsets, debts, accounts, contracts, liabilities, actions, and causes of action arising prior to the Petition Date of any kind, nature, or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or in equity, upon contract, tort, or under any state or federal law or otherwise, arising out of or related to the DIP Term Facility, the DIP Obligations, the DIP Liens, the DIP Credit Agreement, the other DIP Term Loan Documents, the Prepetition Credit Documents, the Prepetition Obligations, the Prepetition Liens, the obligations owing and the financial obligations made thereunder, the negotiation of any of the foregoing, 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 Final Order;

provided, that nothing herein shall relieve the Released Parties from fulfilling their obligations under the DIP Credit Agreement, the other DIP Term Loan Documents, and this Final Order; *provided*, *further*, for the avoidance of doubt, none of the Non-Participating Banks, the Defaulting Lenders (as defined in the Prepetition SFA) or their respective affiliates, and each of their respective former or current officers, partners, directors, managers, owners, members, principals, employees, agents, related funds, investors, financing sources, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and the respective successors and assigns thereof, solely in their capacities as such, shall constitute Released Parties under this Final Order.

26. Turnover. If at any time prior to the repayment or satisfaction of the DIP Obligations, any Prepetition Secured Party (including the Prepetition Agents) receives or recovers from any person or entity any payment or distribution (including in the form of property other than cash) on account of any Prepetition Obligations (excluding, for the avoidance of doubt the Roll-Up Loans), such Prepetition Secured Party shall promptly pay an amount equal to such recovery (in the currency so received) or turn over such property to the DIP Administrative Agent for application against the then-outstanding DIP Obligations pursuant to the terms of the DIP Credit Agreement and the other DIP Term Loan Documents.

27. Priming Liens. The Prepetition Agents are authorized and directed to take all steps required to give full force and effect to the Priming Liens granted pursuant to the terms of this Final Order including, but not limited to: (i) entering into and adhering to Confirmatory Intercreditor Agreements (and any ancillary documents that are necessary or desirable in connection therewith) with the DIP Agents on terms sufficient to: (a) acknowledge or consent to, and otherwise give full force and effect in all jurisdictions (domestic and foreign) to, the priority

of the Priming Liens provided for in this Final Order over any other competing lien, security interest, or encumbrance of any kind or nature (including Prepetition Liens); and (b) implement the turnover provisions provided for in this Final Order or any other DIP Term Loan Documents; and (ii) facilitating in all respects the effective registration and priority of the DIP Liens in all relevant jurisdictions (including non-U.S. jurisdictions) on any and all DIP Collateral envisaged by and required under the DIP Credit Agreement and the other DIP Term Loan Documents (including this Final Order).

28. Insurance. At all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition SFA Collateral and the DIP Collateral on substantially the same basis as maintained prior to the Petition Date. Upon entry of this Final Order, the DIP Collateral Agent is, and will be deemed to be, without any further action or notice, named as additional insureds and lender's loss payees on each insurance policy maintained by the Debtors which in any way relates to the DIP Collateral.

29. Zurich Reservation of Rights. For the avoidance of doubt, (i) the Debtors shall not grant to any other party any liens and/or security interests in any property (or the proceeds thereof) held by Zurich American Insurance Company and/or any of its affiliates (collectively, and together with each of their successors, "Zurich") as collateral to secure obligations under any insurance policies and/or related agreements issued and/or entered into by Zurich (the "Zurich Collateral"); (ii) this Final Order does not grant the Debtors any right to use any of the Zurich Collateral; and (iii) nothing, including the DIP Term Loan Documents and/or this Final Order, alters or modifies the terms and conditions of any insurance policies issued by Zurich and/or any agreements related thereto.

30. Loss or Damage to Collateral. The DIP Secured Parties and Prepetition Secured Parties shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral or Prepetition SFA Collateral, as applicable, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in value thereof, or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency, or other person. All risk of loss, damage, or destruction of DIP Collateral or Prepetition SFA Collateral shall be borne by the Debtors.

31. Credit Bidding. Subject to section 363(k) of the Bankruptcy Code, (i) the DIP Agents, or any assignee or designee of the applicable DIP Agent, acting at the direction of the Required Lenders and on behalf of the DIP Lenders, shall have the right to credit bid up to the full amount of any DIP Obligations (subject, in the case of the Roll-Up Amounts, to paragraphs 23 and 24) in any sale of any of the Debtors' assets, including, without limitation, sales occurring pursuant to (a) Bankruptcy Code section 363, (b) a plan of reorganization or a plan of liquidation under Bankruptcy Code section 1129, or (c) a sale or disposition by a chapter 7 trustee for any Debtor under Bankruptcy Code section 725 and (ii) the Prepetition Agents (on behalf, and at the direction, of the requisite Prepetition SFA Lenders pursuant to the Prepetition Credit Documents) shall have the right to credit bid, subject to the rights of parties in interest, other than the Debtors, pursuant to paragraphs 23 and 24 of this Final Order, up to the full amount of (x) the Prepetition SFA Obligations and (y) the Adequate Protection Obligations in the sale or other disposition of any assets of the Debtors, including, without limitation, sales occurring pursuant to (a) Bankruptcy Code section 363, (b) a plan of reorganization or liquidation or (c) a sale or disposition by a chapter 7 trustee for any Debtor under Bankruptcy Code section 725. Each the DIP Agents and the Prepetition Agents each shall automatically be deemed a "qualified bidder"

with respect to any disposition of assets by the Debtors under or pursuant to (a) Bankruptcy Code section 363, (b) a plan of reorganization or plan of liquidation under Bankruptcy Code section 1129, or (c) a sale or disposition by a chapter 7 trustee for any of the Debtors under Bankruptcy Code section 725. The DIP Agent, at the direction of the Required Lenders and on behalf of the DIP Lenders, and the Prepetition Agents on behalf, and at the direction, of the requisite Prepetition SFA Lenders pursuant to the Prepetition Credit Documents, shall have the absolute right to assign, sell, or otherwise dispose of its respective right to credit bid in connection with any credit bid by or on behalf of the DIP Secured Parties or Prepetition Secured Parties, as applicable, to any acquisition entity or joint venture formed in connection with such bid. Notwithstanding anything herein to the contrary, all rights of the Committee to challenge, pursuant to section 363(k) of the Bankruptcy Code, any credit bid based on any liens securing the Roll-Up Loans, any Adequate Protection Obligations, and/or any Prepetition Obligations, including by the DIP Agents or Prepetition Agents (in each case, either directly or through one or more acquisition vehicles), bidding procedures or sale, are hereby fully reserved and preserved.

32. No Requirement to Accept Title to Collateral. Except as may be otherwise agreed in writing, the DIP Agents, DIP Lenders and Prepetition SFA Secured Parties shall not be obligated to accept title to any portion of the respective DIP Collateral or Prepetition SFA Collateral in the payment of the indebtedness owed to such parties by the Debtors, in lieu of payment in cash or cash equivalents, nor shall any of the DIP Agents, DIP Lenders or Prepetition SFA Secured Parties be obligated to accept payment in cash or cash equivalents that is encumbered by any interest of any person or entity other than the DIP Agents, DIP Lenders, or Prepetition SFA Secured Parties.

33. Refinancing of Certain Prepetition SFA Loans. The Final Roll-Up Amount of Prepetition SFA Loans held by DIP Lenders or their designated affiliates will be, upon the occurrence of the Closing Date and the funding of the Subsequent Draw, immediately, automatically, and, subject to the rights of the Debtors and other parties in interest pursuant to paragraphs 23 and 24 of this Final Order, irrevocably repaid using amounts borrowed by way of Roll-Up DIP Obligations (as defined below) and, except as otherwise provided in this Final Order, the DIP Credit Agreement, and the other DIP Term Loan Documents, shall be entitled to all of the priorities, privileges, rights, and other benefits afforded to the other DIP Obligations under this Final Order, the DIP Credit Agreement, and the other DIP Term Loan Documents. The refinancing of certain Prepetition SFA Loans with Roll-Up DIP Obligations (as defined below) in the Final Roll-Up Amount as described in this paragraph 33 shall be authorized as compensation for, in consideration for, as a necessary inducement for, and on account of the agreement of the DIP Lenders to fund amounts pursuant to the terms of the DIP Term Facility and not as payments under, adequate protection for, or otherwise on account of, any Prepetition SFA Loans and shall not be subject to any sharing or turnover provisions set forth in the Prepetition Credit Documents. As used herein, the term "Roll-Up DIP Obligations" shall mean the Roll-Up Loans and all interest accrued and accruing thereon and all other amounts owing by the respective Debtors in respect thereof. The Initial Term Loans, the Delayed Draw Term Loans, and the Roll-Up Loans shall be secured by the Collateral on a *pari passu* basis; *provided*, that the Initial Term Loans and Delayed Draw Term Loans shall have senior payment priority over the Roll-Up Loans. In the event that, as a result of any challenge in accordance with paragraphs 23 and 24 of this Final Order or any successful challenge to the incurrence, lien or claim priority, and/or turnover entitlements of the DIP Obligations generally and/or the Roll-Up

DIP Obligations specifically in a court, or otherwise under the law, of a foreign jurisdiction, the Roll-Up Obligations shall automatically be reinstated as obligations of the applicable Debtors under the Prepetition Credit Documents to the extent, if any, necessary to prevent the holders of Roll-Up Obligations from suffering any loss or damage as a result of the financial accommodations they have made for the benefit of the Debtors with respect to the New Money DIP Term Loans and the ability of the Debtors to use Cash Collateral as set forth in this Final Order.

34. No Obligation to Extend Credit. The DIP Agents and DIP Lenders shall have no obligation to make any loan or advance under the relevant DIP Term Loan Documents or the DIP Credit Agreement unless all of the applicable conditions precedent (as applicable) under the DIP Credit Agreement, the DIP Term Loan Documents, the Interim Order, and this Final Order have been satisfied in full or waived by the DIP Lenders and in accordance with the terms of the DIP Credit Agreement, this Final Order, and the applicable DIP Term Loan Documents.

35. Restrictions on Transfer of DIP Collateral or Prepetition SFA Collateral to Non-Debtor Affiliates. The Debtors shall not transfer or use any DIP Collateral or Prepetition SFA Collateral, including Cash Collateral, to or for the benefit of any direct or indirect non-debtor affiliate or subsidiary of the Debtors absent the express written consent of the DIP Agents (acting at the direction of the Required Lenders) or as set forth in the DIP Budget.

36. No Waiver by Failure to Seek Relief. The failure of the Debtors, DIP Agent, DIP Lenders, or Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under the Interim Order, this Final Order the DIP Credit Agreement, the other DIP Term Loan Documents, the Prepetition Credit Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise.

37. Binding Effect; Successors and Assigns. The DIP Credit Agreement, the other DIP Term Loan Documents, and the provisions of this Final Order, including all findings herein, shall be binding upon all parties in interest in the Chapter 11 Cases, including, without limitation, the DIP Agents, the DIP Lenders, the Prepetition Secured Parties, the Committee, and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to Bankruptcy Code section 1104, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors), and shall inure to the benefit of the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties; *provided* neither the DIP Secured Parties nor the Prepetition Secured Parties shall have any obligation to permit the use of DIP Collateral or Prepetition SFA Collateral (including Cash Collateral) or to extend any financing to any chapter 7 trustee, chapter 11 trustee or similar responsible person appointed for the estates of the Debtors.

38. Limitation of Liability. Solely in determining to make any loan under the DIP Credit Agreement and the other DIP Term Loan Documents, permitting the use of Cash Collateral, or exercising any rights or remedies (excluding any actions taken after an exercise of remedies) as and when permitted pursuant to the Interim Order, this Final Order, the DIP Credit Agreement, DIP Term Loan Documents, or the Prepetition Credit Documents, the DIP Agent, the DIP Lenders, and the Prepetition Secured Parties shall not be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors or their respective business, nor shall they owe any fiduciary duty to any of the Debtors, their creditors or estates, or constitute or be deemed to constitute a joint venture or partnership with any of the Debtors. Furthermore,

nothing in the Interim Order, this Final Order, the DIP Credit Agreement, the other DIP Term Loan Documents, or the Prepetition Credit Documents shall in any way be construed or interpreted to impose or to allow the imposition upon the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties 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 Bankruptcy Code section 101(2)).

39. Amendment of the DIP Credit Agreement and Other DIP Term Loan Documents. The DIP Credit Agreement and the other DIP Term Loan Documents may from time to time be amended, restated, waived, modified, or supplemented by the Debtors and the DIP Agents (acting at the direction of the Required Lenders) in accordance with the terms and conditions of this Final Order and the DIP Credit Agreement, without further order of the Court, if the amendment, restatement, waiver, modification, or supplement does not (a) shorten the original stated maturity of the DIP Term Loans, (b) increase the aggregate commitments or the rate of interest payable thereunder, or (c) amend the Events of Default or covenants under the DIP Credit Agreement or the other DIP Term Loan Documents to be materially more restrictive to the Debtors (taken as a whole) than the Events of Default as originally attached to this Final Order (and such amendment, restatement, waiver, modification or supplement, an "Approved Modification"); *provided*, *that*, for the avoidance of doubt, other than as explicitly set forth herein, in the DIP Credit Agreement or another DIP Term Loan Document, updates and supplements to the DIP Budget required to be delivered by the Debtors under the DIP Credit Agreement or this Final Order shall not require further order of the Court. At least three (3) business days in advance of the effectiveness of any Approved Modification, the Debtors shall provide notice (which may be provided through e-mail) to counsel to the Committee, the U.S.

Trustee, the DIP Agents, and the Prepetition Agents; such notice parties shall be entitled to file a motion with the Court seeking emergency relief from the Approved Modification, to the extent any such notice party does not agree to the Approved Modification. In the case of an amendment, restatement, waiver, supplement, or other modification of the DIP Credit Agreement or any other DIP Term Loan Documents that is not an Approved Modification, the Debtors shall (a) provide at least three (3) business days' notice (which may be provided through e-mail) to counsel to the Committee, the U.S. Trustee, the DIP Agents, and the Prepetition Agents and (b) obtain approval of the Court.

40. Master Proofs of Claim. None of the DIP Agents, DIP Lenders, or Prepetition SFA Secured Parties shall be required to file proofs of claim in any of the Chapter 11 Cases or any successor cases for any claim allowed herein, and the stipulations in paragraph F shall be deemed to constitute a timely filed proof of claim with respect to the Prepetition Obligations against each of the applicable Debtors in the Chapter 11 Cases. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of the Chapter 11 Cases or any successor cases to the contrary, the DIP Administrative Agent, on behalf of the DIP Agents and the DIP Lenders, and each of the Prepetition Agents, on behalf of itself and the other Prepetition SFA Secured Parties are authorized and entitled, but not directed or required except as the DIP Administrative Agent may be directed by the Required Lenders and the Prepetition Agents may be directed by the requisite Prepetition SFA Secured Parties, to file (and amend and/or supplement, as the respective agents see fit) a master proof of claim on account of any and all of the respective claims arising under the DIP Term Facility or Prepetition Credit Documents, as applicable (the "Master Proof of Claim"). For administrative convenience, any Master Proof of Claim authorized herein may be filed in the case of Debtor Genesis Care Pty Ltd. with respect

to all amounts asserted in such Master Proof of Claim, and such Master Proof of Claim shall be deemed to be filed and asserted by the applicable entity or entities against every Debtor asserted to be liable for the applicable claim. For the avoidance of doubt, the provisions set forth in this paragraph and any Master Proof of Claim filed pursuant to the terms hereof are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party in interest or their respective successors in interest, including, without limitation, the numerosity requirements set forth in Bankruptcy Code section 1126. The DIP Administrative Agents and Prepetition Agents, as applicable, shall not be required to attach any instruments, agreements, or other documents evidencing the obligations owing by each of the Debtors to the DIP Agents and DIP Lenders or Prepetition SFA Secured Parties or the DIP Secured Parties, as applicable, which instruments, agreements, or other documents will be provided upon written request to counsel to the DIP Agents or Prepetition Agents, as applicable. Any order entered by the Court in relation to the establishment of a bar date for any claim (including any administrative claim) in any of the Chapter 11 Cases or any successor cases shall not apply to the DIP Agents, the DIP Lenders or the Prepetition SFA Secured Parties. For the avoidance of doubt, none of the DIP Agents, DIP Lenders, or Prepetition SFA Secured Parties will be required to file any request for allowance and/or payment of any administrative expenses, and this Final Order shall be deemed to constitute a timely filed request for allowance and/or payment of any Prepetition Obligations constituting administrative expenses or any DIP Obligations, as applicable.

41. Taxing Authorities. Notwithstanding any other provisions of this Final Order, any agreements approved hereby, or any other orders in this case, any statutory liens (collectively, the "Tax Liens") held by City of Plano, Denton County, Collin County, Dallas

County and Harris County (collectively, the "Taxing Authorities") for prepetition and/or postpetition taxes shall not be primed nor made subordinate to any liens granted to any party hereby to the extent such Tax Liens are valid, senior, perfected, and unavoidable, and all parties' rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Taxing Authorities are fully preserved; *provided*, *however*, that nothing in this paragraph shall prejudice any party's rights under Section 505 of the Bankruptcy Code or any party's rights to object to any proof of claim or scheduled claim relating to Plan..

42. Intercompany Transactions. The Debtors shall provide reasonable notice of any set off or other satisfaction of intercompany balances of an amount that was due in and owing prior to the Petition Date against an amount due and owing against in an amount that became due and owing after the Petition Date in excess of $500,000 to counsel to the Committee and counsel to the DIP Lenders; *provided* that solely for purposes of establishing or determining entitlements to distributions (if any) of holders of claims against and interests in the applicable Debtor and for no other purpose, no settlements, setoffs, or payments made after the Petition Date on account of prepetition intercompany transactions shall increase or reduce the amount of any prepetition intercompany balances against any Debtor.

43. Reservation of Rights. Nothing in this Final Order shall be construed as consent to the allowance of any fees, expenses, reimbursement or compensation sought by any Professional Person, and the DIP Agents, DIP Lenders and the Prepetition Secured Parties reserve the right to review and object to any fee statement, interim application or monthly application issued or filed by any Professional Person. Notwithstanding anything to the contrary herein or in the DIP Term Loan Documents, (x) in no event shall any DIP Lender be required to fund any amounts in excess of its New Money Loan Commitment, or be required to fund after

the DIP Obligations have been repaid and the DIP Lenders' commitments under the DIP Term Facility have been terminated, and (y) the payment of any Allowed Professional Fees pursuant to the Carve Out shall not (i) reduce any Debtor's obligations owed to the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties (whether under this Final Order or otherwise) or (ii) modify, alter or otherwise affect any of the liens and security interests of such parties (whether granted under this Final Order or otherwise) in the DIP Collateral or Prepetition SFA Collateral.

44. Automatic Stay Modified. The automatic stay under Bankruptcy Code section 362 shall be modified and lifted to the extent necessary to allow the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties, as applicable, to provide any notices to the Debtors or take any other action as contemplated by and in accordance with this Final Order, the DIP Credit Agreement, and the other DIP Term Loan Documents.

45. Necessary Action. The Debtors are authorized to take any and all such actions and to make, execute, and deliver any and all instruments as may be reasonably necessary to implement the terms and conditions of this Final Order and the transactions contemplated hereby.

46. Right to Seek Additional Adequate Protection. This Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the Prepetition Secured Parties to request additional forms of adequate protection at any time, subject to the consent of the DIP Agents (acting at the direction of the Required Lenders in their sole discretion) and any party in interest's right to object thereto. Nothing herein shall be deemed a finding by the Court or an acknowledgment by the Prepetition Secured Parties that the adequate protection granted herein does in fact adequately protect the Prepetition Secured Parties against any Diminution in Value.

47. Effectiveness. This Final Order shall constitute findings of fact and conclusions of law and shall take effect as of the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9024, or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

48. Final Order Governs. In the event of any inconsistency or conflict between the express terms or provisions of the DIP Credit Agreement, the other DIP Term Loan Documents, the Prepetition SFA or the other Prepetition Credit Documents, on the one hand, and this Final Order, on the other hand, the provisions of this Final Order shall govern.

49. 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.

50. Retention of Jurisdiction. The Court shall retain exclusive jurisdiction to resolve any and all disputes arising under or related to the DIP Obligations, the DIP Credit Agreement, the other DIP Term Loan Documents, and/or the provisions of this Final Order, and to enforce all of the conditions of the DIP Credit Agreement, the other DIP Term Loan Documents and this Final Order.

Signed: July 19, 2023.

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Budget

Project Sega

Weekly Cash Flow Model

US - DIP Motion Output

SUBJECT TO MATERIAL CHANGE

	Act	Act	Act	Act	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Total
Week ending	Jun-23 6/4	Jun-23 6/11	Jun-23 6/18	Jun-23 6/25	Jun-23 7/2	Jul-23 7/9	Jul-23 7/16	Jul-23 7/23	Jul-23 7/30	Aug-23 8/6	Aug-23 8/13	Aug-23 8/20	Aug-23 8/27	Aug-23 9/3	Aug-23 9/10	Aug-23 9/17	Aug-23 9/24	Aug-23 10/1	14 Week
(USD in millions)	-3	-2	-1	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Forecast
Operating Receipts	$ 6.4	$ 17.4	$ 17.7	$ 15.8	$ 17.4	$ 17.4	$ 17.4	$ 17.4	$ 17.4	$ 17.4	$ 17.4	$ 17.4	$ 17.4	$ 17.4	$ 17.4	$ 16.9	$ 16.9	$ 16.9	$ 242.1
Operating Disbursements							15.7												
Supplier Payments & Other Operating Disbursements	(1.1)	(15.1)	(8.1)	(11.7)	(12.4)	(15.4)	(10.9)	(13.1)	(9.2)	(15.1)	(11.4)	(9.3)	(8.3)	(14.1)	(9.6)	(9.7)	(8.2)	(8.2)	(155.0)
Payroll	(0.0)	(11.5)	(1.2)	(14.0)	(3.0)	(12.6)	(1.1)	(11.8)	(17.1)	(17.2)	(1.1)	(11.8)	(1.1)	(14.8)	(1.5)	(14.8)	(1.1)	(14.8)	(123.8)
Total Operating Disbursements	**(1.1)**	**(26.5)**	**(9.3)**	**(25.7)**	**(15.4)**	**(28.0)**	**(12.0)**	**(24.9)**	**(26.3)**	**(32.3)**	**(12.5)**	**(21.1)**	**(9.4)**	**(28.9)**	**(11.1)**	**(24.5)**	**(9.3)**	**(23.0)**	**(278.8)**
Net Operating Cash Flow	5.3	(9.1)	8.5	(9.9)	2.0	(10.6)	5.4	(7.5)	(8.9)	(14.9)	4.9	(3.7)	8.0	(11.5)	6.3	(7.6)	7.6	(6.1)	(36.7)
Non-Operating Cash Flow																			
Restructuring Professional & BOD Fees	-	-	(0.1)	-	-	-	-	-	(8.2)	-	-	-	(8.2)	-	-	-	(7.7)	-	(24.0)
Total Non-Operating Cash Flow	**-**	**-**	**(0.1)**	**-**	**-**	**-**	**-**	**-**	**(8.2)**	**-**	**-**	**-**	**(8.2)**	**-**	**-**	**-**	**(7.7)**	**-**	**(24.0)**
Unlevered Free Cash Flow	5.3	(9.1)	8.4	(9.9)	2.0	(10.6)	5.4	(7.5)	(17.1)	(14.9)	4.9	(3.7)	(0.2)	(11.5)	6.3	(7.6)	(0.1)	(6.1)	(60.7)
Net Financing Items																			
Other Financing Cash Flows	-	(0.7)	-	-	-	-	(0.7)	-	-	-	-	(0.7)	-	-	-	(0.7)	-	-	(2.1)
DIP Draw (Net of Fees)	18.6	15.9	-	-	-	-	-	-	58.1	-	-	-	-	-	-	-	-	-	58.1
Cash Interest - DIP	-	-	-	-	-	(0.4)	-	-	-	(0.6)	-	-	-	(0.9)	-	-	-	-	(2.0)
Total Net Financing Items	**18.6**	**15.2**	**-**	**-**	**-**	**(0.4)**	**(0.7)**	**-**	**58.1**	**(0.6)**	**-**	**(0.7)**	**-**	**(0.9)**	**-**	**(0.7)**	**-**	**-**	**54.0**
Net Change in Cash	23.9	6.1	8.4	(9.9)	2.0	(11.0)	4.7	(7.5)	41.0	(15.6)	4.9	(4.4)	(0.2)	(12.4)	6.3	(8.3)	(0.1)	(6.1)	(6.7)
Beginning Cash Balance (including escrow)	$ 14.7	$ 38.6	$ 44.7	$ 53.0	$ 43.1	$ 45.1	$ 34.1	$ 38.8	$ 31.3	$ 72.3	$ 56.7	$ 61.6	$ 57.2	$ 57.1	$ 44.6	$ 50.9	$ 42.6	$ 42.5	$ 43.1
(+/-) Net Change in Cash	23.9	6.1	8.4	(9.9)	2.0	(11.0)	4.7	(7.5)	41.0	(15.6)	4.9	(4.4)	(0.2)	(12.4)	6.3	(8.3)	(0.1)	(6.1)	(6.7)
Ending Cash Balance (including escrow)	**38.6**	**44.7**	**53.0**	**43.1**	**45.1**	**34.1**	**38.8**	**31.3**	**72.3**	**56.7**	**61.6**	**57.2**	**57.1**	**44.6**	**50.9**	**42.6**	**42.5**	**36.4**	**36.4**
(-) Trapped Cash	(9.2)	(9.4)	(9.6)	(9.2)	(9.5)	(9.7)	(9.0)	(9.2)	(9.5)	(9.7)	(10.0)	(9.2)	(9.5)	(9.7)	(10.0)	(9.2)	(9.5)	(9.7)	(9.7)
Available Cash (including escrow)	$ 29.4	$ 35.3	$ 43.5	$ 33.9	$ 35.7	$ 24.4	$ 29.8	$ 22.1	$ 62.8	$ 47.0	$ 51.7	$ 48.0	$ 47.6	$ 34.9	$ 41.0	$ 33.4	$ 33.1	$ 26.7	$ 26.7

Project Sega SUBJECT TO MATERIAL CHANGE

Weekly Cash Flow Model

ROW - DIP Motion Output

	Act	Act	Act	Act	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Total
	Jun-23	Jun-23	Jun-23	Jun-23	Jun-23	Jul-23	Jul-23	Jul-23	Jul-23	Aug-23	Aug-23	Aug-23	Aug-23	Aug-23	Aug-23	Aug-23	Aug-23	Aug-23	14
Week ending	6/4	6/11	6/18	6/25	7/2	7/9	7/16	7/23	7/30	8/6	8/13	8/20	8/27	9/3	9/10	9/17	9/24	10/1	Week
(USD in millions)	-3	-2	-1	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Forecast
Operating Receipts	$ 5.3	$ 8.3	$ 9.2	$ 9.0	$ 8.3	$ 6.9	$ 7.8	$ 8.0	$ 7.5	$ 7.8	$ 7.3	$ 22.4	$ 7.2	$ 7.3	$ 8.4	$ 7.5	$ 8.4	$ 7.4	$ 122.2
Operating Disbursements																			
Supplier Payments & Other Operating Disbursements	(0.1)	(10.7)	(8.9)	(5.9)	(20.5)	(7.3)	(4.4)	(4.4)	(10.0)	(3.4)	(1.4)	(4.7)	(3.4)	(11.1)	(1.1)	(10.6)	(4.0)	(12.1)	(98.6)
Payroll	-	(2.8)	(3.8)	(10.8)	(1.1)	(3.0)	(3.4)	(11.2)	(3.2)	(3.5)	(0.9)	(8.4)	(3.7)	(2.3)	(2.2)	(7.1)	(8.4)	(2.2)	(60.6)
Total Operating Disbursements	**(0.1)**	**(13.5)**	**(12.7)**	**(16.6)**	**(21.6)**	**(10.3)**	**(7.8)**	**(15.6)**	**(13.2)**	**(6.9)**	**(2.4)**	**(13.1)**	**(7.2)**	**(13.4)**	**(3.3)**	**(17.8)**	**(12.4)**	**(14.3)**	**(159.2)**
Net Operating Cash Flow	5.2	(5.2)	(3.4)	(7.6)	(13.3)	(3.4)	0.0	(7.6)	(5.7)	0.9	5.0	9.3	0.0	(6.1)	5.1	(10.3)	(4.0)	(6.9)	(37.0)
Non-Operating Cash Flow																			
Restructuring Professional & BOD Fees	-	-	-	-	(0.4)	-	-	-	(5.8)	-	-	-	(5.8)	-	-	-	(5.5)	-	(17.4)
Total Non-Operating Cash Flow	**-**	**-**	**-**	**-**	**(0.4)**	**-**	**-**	**-**	**(5.8)**	**-**	**-**	**-**	**(5.8)**	**-**	**-**	**-**	**(5.5)**	**-**	**(17.4)**
Unlevered Free Cash Flow	5.2	(5.2)	(3.4)	(7.6)	(13.7)	(3.4)	0.0	(7.6)	(11.5)	0.9	5.0	9.3	(5.8)	(6.1)	5.1	(10.3)	(9.5)	(6.9)	(54.5)
Net Financing Items																			
Other Financing Cash Flows	-	(0.2)	-	(0.8)	(0.0)	(0.4)	-	(0.8)	(0.0)	(0.2)	(0.2)	(0.7)	(0.0)	(0.2)	(0.2)	-	(0.8)	(0.0)	(3.6)
DIP Draw (Net of Fees)	-	45.4	-	-	-	-	-	-	47.9	-	-	-	-	-	-	-	-	-	47.9
Cash Interest - DIP	-	-	-	-	-	(0.5)	-	-	-	(0.7)	-	-	-	(1.0)	-	-	-	-	(2.1)
Total Net Financing Items	**-**	**45.1**	**-**	**(0.8)**	**(0.0)**	**(0.9)**	**-**	**(0.8)**	**47.9**	**(0.9)**	**(0.2)**	**(0.7)**	**(0.0)**	**(1.2)**	**(0.2)**	**-**	**(0.8)**	**(0.0)**	**42.1**
Net Change in Cash	5.2	39.9	(3.4)	(8.4)	(13.8)	(4.3)	0.0	(8.4)	36.4	0.0	4.7	8.6	(5.8)	(7.3)	4.8	(10.3)	(10.3)	(6.9)	(12.3)
Beginning Cash Balance (including escrow)	$ 13.1	$ 18.3	$ 58.2	$ 54.8	$ 46.3	$ 32.6	$ 28.3	$ 28.3	$ 19.9	$ 56.3	$ 56.4	$ 61.1	$ 69.7	$ 63.9	$ 56.6	$ 61.5	$ 51.2	$ 40.9	$ 46.3
(+/-) Net Change in Cash	5.2	39.9	(3.4)	(8.4)	(13.8)	(4.3)	0.0	(8.4)	36.4	0.0	4.7	8.6	(5.8)	(7.3)	4.8	(10.3)	(10.3)	(6.9)	(12.3)
Ending Cash Balance (including escrow)	**18.3**	**58.2**	**54.8**	**46.3**	**32.6**	**28.3**	**28.3**	**19.9**	**56.3**	**56.4**	**61.1**	**69.7**	**63.9**	**56.6**	**61.5**	**51.2**	**40.9**	**34.0**	**34.0**
(-) Trapped Cash	(10.7)	(10.1)	(10.5)	(10.5)	(10.7)	(10.7)	(10.7)	(10.7)	(10.7)	(10.7)	(10.7)	(10.7)	(10.7)	(10.7)	(10.7)	(10.7)	(10.7)	(10.7)	(10.7)
Available Cash (including escrow)	$ 7.6	$ 48.1	$ 44.3	$ 35.9	$ 21.9	$ 17.6	$ 17.6	$ 9.3	$ 45.7	$ 45.7	$ 50.4	$ 59.0	$ 53.2	$ 46.0	$ 50.8	$ 40.5	$ 30.3	$ 23.3	$ 23.3