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

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

**DEBTORS' EMERGENCY MOTION FOR ENTRY OF INTERIM AND FINAL
ORDERS (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION
FINANCING, (B) GRANT LIENS AND SUPER-PRIORITY CLAIMS, AND (C) GRANT
ADEQUATE PROTECTION, (II) MODIFYING THE AUTOMATIC STAY, (III)
SCHEDULING A FINAL HEARING, AND (IV) GRANTING RELATED RELIEF**

EMERGENCY RELIEF HAS BEEN REQUESTED. RELIEF IS REQUESTED NOT LATER THAN MONDAY, DECEMBER 15, 2025 AT 1:30 P.M.
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IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST APPEAR AT THE HEARING IF ONE IS SET, OR FILE A WRITTEN RESPONSE PRIOR TO THE DATE THAT RELIEF IS REQUESTED IN THE PRECEDING
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¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification numbers, are: Groff Tractor Mid Atlantic, LLC (7629), Dealer 2023 LLC (3275), and Groff Tractor Holdings, LLC (0486), and the location of the service address for the Debtors is: 1460 Main Street, Suite 200, Southlake, TX 76092.

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

A HEARING WILL BE CONDUCTED ON THIS MATTER ON DECEMBER 15, 2025, AT 1:30 PM IN ROOM 204, U.S. COURTHOUSE, 501 W. TENTH STREET, FORT WORTH, TEXAS 76102. YOU MAY PARTICIPATE IN THE HEARING EITHER IN PERSON OR BY AN AUDIO AND VIDEO CONNECTION.

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

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

Groff Tractor Mid Atlantic, LLC ("GTMA"), Dealer 2023 LLC ("Dealer") and Groff Tractor Holdings, LLC ("Holdings," and collectively with GTMA and Dealer, the "Debtors") hereby move the Court for approval of post-petition financing (this "Motion") and represent as follows:

PRELIMINARY STATEMENT²

1. The Debtors seek approval of a post-petition financing facility consisting of (i) new money advances of up to \$2.7 million from M&T, including up to \$1.3 million on an interim basis, and (ii) a carve-out of sale proceeds from M&T, CNH Capital and other floor plan lenders from a going-concern sale, subject to a definitive agreement with the floor plan lenders.. This DIP financing is critical to the Debtors' efforts to run a value-maximizing sale process and consummate a going-concern sale of the Debtors' assets, which will preserve the jobs of the Debtors' employees

² Capitalized terms used but not defined in this Preliminary Statement shall have the meanings ascribed to such terms elsewhere in the Motion.

and maximize the value of the Debtors' assets for the benefit of all stakeholders. Further, the proposed DIP financing is the result of many weeks of negotiations among various stakeholders and will allow the Debtors to fund their operational and administrative expenses and continue their on-going operations while the Debtors seek to implement a sale of substantially all of their assets. Without the proposed DIP financing, the Debtors would be unable to pay their employees, unable to maintain critical business relationships with their customers, vendors, and suppliers, and would be forced to abruptly cease operations. The result would be an immediate loss of jobs, loss of revenue from operations and impairment of value of the Debtors' assets.

2. The Debtors seek entry of an interim order in the form attached as **Exhibit 1** (the "**Interim Order**") and entry of a final order, as applicable:

- a. authorizing the Debtors to enter into (a) the *Ratification and Amendment Agreement* (the "**DIP Credit Agreement**"), as may be amended, supplemented or otherwise modified from time to time in accordance with the terms and conditions set forth therein, dated of even date herewith, by and among by and among Manufacturers and Traders Trust Company ("**M&T**" or the "**Administrative Agent**") and the other Secured Parties (collectively with M&T, the "**DIP Lender**") and the Debtors, substantially in the form annexed to the Proposed Order as **Exhibit A**, and (b) the Loan Documents (as defined in the DIP Credit Agreement and, together with the DIP Credit Agreement, referred to herein as the "**DIP Loan Documents**");
- b. authorizing the Debtors to obtain, on a joint and several basis, post-petition loans, advances, and other financial accommodations in accordance with the terms and conditions set forth in the DIP Credit Agreement, by and among the Debtors and the DIP Lender, and the other Loan Documents (as defined in the DIP Credit Agreement and referred herein as the DIP Loan Documents, and in accordance with the Interim Order, secured by perfected senior priority security interests in and liens on the Collateral (as defined below) pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code (subject and subordinate only to the Carve-Out and the Permitted Liens (each as defined below)));
- c. authorizing the Debtors to remit all collections, asset proceeds and payments, including, without limitation, all collections received since the Petition Date, (i) first to the Administrative Agent and the other Secured Parties, as lender to the Prepetition Credit Agreement (as defined below) (the "**Prepetition Lender**"), for application, or deemed application to all Prepetition Obligations (as defined below) until such obligations are fully repaid in accordance with the Prepetition

Credit Agreement (as defined below) and other Prepetition Loan Documents (as defined below), and (ii) then to the DIP Lender for application and repayment of all Obligations in accordance with the DIP Credit Agreement and the other DIP Loan Documents;

- d.* as set forth below, approving certain stipulations by the Debtors as set forth in the Interim Order in connection with the Prepetition Credit Agreement and the Prepetition Loan Documents;
- e.* as set forth below, authorizing the Debtors to provide adequate protection to the Prepetition Lender;
- f.* authorizing the Debtors, with Prepetition Lender and DIP Lender consent, to use the Cash Collateral (as defined below) solely in accordance with the Interim Order and the DIP Budget (as hereinafter defined);
- g.* waiving the Debtors' right to assert claims to surcharge against the Collateral (as defined below) pursuant to sections 506(c) and 552(b) of the Bankruptcy Code;
- h.* modifying the automatic stay imposed by section 362 of the Bankruptcy Code (the "Automatic Stay") to the extent necessary to implement and effectuate the terms and provisions of the Interim Order to the extent hereinafter set forth; and
- i.* scheduling a final hearing on the Motion ("Final Hearing") to consider entry of a final order (the "Final Order") authorizing, among other things, the borrowing under the DIP Loan Documents on a final basis, as set forth herein and in the DIP Credit Agreement.

3. The DIP Credit Agreement is the result of lengthy arms-length negotiations, involving both principals and advisors, and allows the Debtors to achieve their strategic goals in connection with these Chapter 11 Cases.

4. The DIP Credit Agreement is the only actionable source of post-petition financing (the "DIP Facility") currently available to the Debtors to fund their ongoing operations and administrative expenses and thus represents the best source of post-petition financing. As described herein, the DIP Credit Agreement contains terms that are reasonable under the circumstances and provides the Debtors with the urgent liquidity needed to avoid immediate and irreparable harm, maintain business relationships with their vendors, suppliers and

customers, to pay their employees, and to otherwise fund their operations and these Chapter 11 Cases.

JURISDICTION AND VENUE

5. The United States Bankruptcy Court for the Northern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334(b). This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). The Debtor confirms its consent pursuant to Bankruptcy Rule 7008 to the entry of a final order by the Court in connection with the Motion to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

6. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

7. The statutory and legal predicates for the relief requested herein are sections 105(a), 363, 364, 507, 541, 1107(a), and 1108 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and Local Rule 9013-1.

BACKGROUND

A. General Background

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

9. On November 5, 2025, the United States Trustee appointed an official unsecured creditors committee (the “Committee”). No request for a trustee or examiner has been made in these Chapter 11 Cases.

10. Information regarding the Debtors' history and business operations, capital structure and primary secured indebtedness, and the events leading up to the commencement of these Chapter 11 Cases can be found in the *Declaration of Mike Juniper in Support of the Debtors' Chapter 11 Petitions and Requests for First Day Relief* [Docket No. 43] (the "First Day Declaration").

B. The Prepetition Credit Agreement

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

June 24, 2025 (together with the Forbearance Agreement as in effect immediately prior to the Petition Date, the “Prepetition Credit Agreement”).

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

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

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

15. As of the Petition Date, pursuant to and in connection with the Prepetition Loan Documents, the Borrower and Guarantors granted to the Administrative Agent, for the benefit of itself and the other Secured Parties, a security interest in and continuing lien on (the "Prepetition Liens") substantially all of their assets and property, (a) a valid, binding, properly perfected, enforceable, first priority security interest in and continuing lien on the collateral (which, for the avoidance of doubt, includes cash collateral) and all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (collectively, the "Prepetition Collateral"), which Prepetition Liens are not subject to avoidance,

recharacterization, subordination (whether equitable, contractual, or otherwise), recovery, attack, disgorgement, effect, rejection, reduction, disallowance, impairment, counterclaim, offset, crossclaim, defense or Claim under the Bankruptcy Code or applicable non-bankruptcy law, subject and subordinate only, to the extent applicable, the Prepetition Floorplan Liens pursuant to the Floorplan Intercreditor Agreements and certain other liens permitted by the Prepetition Loan Documents, solely to the extent any such permitted liens were valid, binding, enforceable, properly perfected, non-avoidable and senior in priority to the Prepetition Liens as of the Petition Date (the “Prepetition Permitted Senior Liens”). Included, without limitation, within the definition of Prepetition Permitted Senior Liens are the liens granted in favor of the following Floorplan Lenders (as hereinafter defined) in each case solely to the extent any such liens were valid, binding, enforceable, properly perfected, non-avoidable and senior in priority to the Prepetition Liens of Administrative Agent as of the Petition Date and subject to the Floorplan Intercreditor Agreements (as hereinafter defined) by and between each Floorplan Lender and Administrative Agent.

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

C. Prepetition Floorplan Financing

17. Prior to the Petition Date, Borrower and Guarantors entered into certain floorplan financing arrangements with certain floorplan lenders including CNH Industrial Capital America, LLC (“CNH Capital”), U.S. Bank National Association, Deutsche Leasing USA, Inc., VFS US LLC/VFS Leasing Co., BOKF, NA DBA Bank of Texas, De Lage Landen Financial Services, Inc. and BMO Harris Bank N.A./Bank of the West (each individually a “Floorplan Lender” and

collectively, the “Floorplan Lenders”) pursuant to which the Floorplan Lenders provided financing or credit terms to Borrower and Guarantors (each individually, a “Floorplan Financing Facility” and collectively, the “Floorplan Financing Facilities”) to finance the purchase by Borrower and/or Guarantors of Inventory and Equipment to be held by Borrower and Guarantors for the sale or lease to customers secured by a lien on such Inventory and Equipment in favor of such Floorplan Lender (the “Prepetition Floorplan Liens”). Prepetition Lender permitted the Borrower and Guarantors to enter into or continue to exist, certain of the Floorplan Financing Facilities with the Floorplan Lenders pursuant to the Prepetition Credit Agreement and to grant a lien in favor of certain Floorplan Lenders on such Prepetition Floorplan Collateral, subject to the terms and conditions of an intercreditor, a subordination agreement, and/or applicable law, as applicable (the “Floorplan Intercreditor Agreements”).

18. Funds deposited into the M&T Accounts, together with all Proceeds and products of the Prepetition Collateral and the Postpetition Collateral (as hereinafter defined), constitute “Cash Collateral” within the meaning of the Bankruptcy Code Section 363(a), other than funds which are Customer Proceeds from the sale or lease of Inventory or Equipment which at the time of sale are subject to a Floorplan Financing Facility of a Floorplan Lender in accordance with the Floorplan Intercreditor Agreements and the Interim Order.

D. The Debtors’ Need for Debtor in Possession Financing and Use of Cash Collateral

19. The Debtors do not have sufficient available sources of working capital, including Cash Collateral, to operate their businesses in the ordinary course of business and fund these Chapter 11 Cases without access to the financing provided under the DIP Credit Agreement.

20. The Debtors require immediate access to the DIP Facility to ensure they have sufficient liquidity to satisfy their working capital and business operating needs, and the administrative costs of these Chapter 11 Cases. Without immediate approval of the DIP Loan

Documents, the Debtors will lack funding that is essential to these Chapter 11 Cases which would cause immediate and irreparable harm to the value of the Debtors' estate to the detriment of all stakeholders. The DIP Facility solves the Debtors' near-term liquidity constraints by providing the Debtors with access to necessary capital.

E. Alternative Sources of Financing Are Not Available on Better Terms

21. The Debtors believe that the DIP Loan Documents represent the best terms available to the Debtors for financing. Given their current financial condition, financing arrangements, and capital structure, and the circumstances of these Chapter 11 Cases, the Debtors are unable to procure financing in the form of unsecured credit allowable as an administrative expense under sections 364(a), 364(b), or 503(b)(1) of the Bankruptcy Code or in exchange for the grant of a superpriority administrative expense, junior liens on encumbered property of the Estates, or liens on property of the Estates not subject to a lien pursuant to sections 364(c)(1), 364(c)(2) or 364(c)(3) of the Bankruptcy Code. The Debtors have been unable to procure the necessary financing on terms more favorable, taken as a whole, than the financing offered by the DIP Lender pursuant to the DIP Loan Documents. The DIP Facility is critical to the Debtors' ability to pay the administrative costs of these Chapter 11 Cases and should provide the Debtors with sufficient liquidity to operate their businesses without creating a priming or valuation dispute at the outset of these Chapter 11 Cases.

22. For all the reasons set forth herein, the DIP Facility is in the best interests of the Debtors' estates, and the Debtors respectfully request that the Court approve the DIP Facility on the terms and conditions described herein.

CONCISE STATEMENT OF MATERIAL TERMS
PURSUANT TO BANKRUPTCY RULE 4001

23. The following chart contains a summary of the material terms of the proposed DIP Facility, together with references to the applicable sections of the DIP Term Sheet and Interim Order as applicable, as required by Bankruptcy Rules 4001(b)(1)(B) and 4001(c)(1)(B):

DIP Facility Term	Provision of Interim Order	Summary of Material Terms/Significant Provisions Pursuant to Bankruptcy Rule 4001
Parties to the DIP Loan Documents Bankruptcy Rule 4001(c)(1)(B)	Interim Order para. 1.	<u>Borrowers/Debtors:</u> Holdings, GTMA, and Dealer <u>Post-Petition Lender:</u> M&T and Floorplan Lenders
Term Bankruptcy Rules 4001(b)(1)(B)(iii), 4001(c)(1)(B)	Interim Order para. 3.3.	The DIP Facility shall expire upon the earlier of (a) expiration of Debtors' authority to borrow and obtain other financial accommodations from DIP Lender pursuant to the terms of the Interim Order and the DIP Loan Documents (except if such authority shall be extended with the prior written consent of DIP Lender, which consent shall not be implied or construed from any action, inaction or acquiescence by DIP Lender), and (b) the delivery by the DIP Lender of an Enforcement Notice upon the occurrence of an Event of Default declaring that the Obligations shall immediately become due and payable, in either case DIP Lender shall have no obligation whatsoever to make or extend any loans, advances, provide any financial or credit accommodations to Debtors or permit the use of Cash Collateral.
Principal Amount of Loan Bankruptcy Rule 4001(c)(1)(B)	Interim Order paras. 1.2 and 2.3.	Supplemental DIP Line Advances of \$1.3 million provided, however, that if the Court shall have entered a Sale Order, in form and substance acceptable to Administrative Agent, approving the sale of all or substantially all the assets of the GTMA Business, advances shall be increased to \$2.7 million and other revolving advances up to the principal amount of \$12,851,000 including, without limitation, the amount advanced since the Petition Date.
Loan Commitment Bankruptcy Rule 4001(c)(1)(B)	Interim Order paras 1.2 and 2.3.	Supplemental DIP Line Advances of \$1.3 million provided, however, that if the Court shall have entered a Sale Order, in form and substance acceptable to Administrative Agent, approving the sale of all or substantially all the assets of the GTMA Business, advances shall be increased to \$2.7 million and other revolving advances up to the principal amount of \$12,851,000 including, without limitation, the amount advanced since the Petition Date.

DIP Facility Term	Provision of Interim Order	Summary of Material Terms/Significant Provisions Pursuant to Bankruptcy Rule 4001
Conditions of Borrowing Bankruptcy Rule 4001(c)(1)(B)	Interim Order paras. 2.3, 2.5, and 4.5.	<u>Reimbursement of Post-Petition Expenses:</u> The DIP Lender shall be entitled to reimbursement of its reasonable out-of-pocket expenses, including attorneys' and professionals' fees, incurred in connection with the DIP Facility and as provided for in the DIP Loan Documents. <u>Releases:</u> Debtors shall provide Prepetition Lender a release of all claims arising out of or related to the Prepetition Loan Documents, the obligations owing and the financial obligations made thereunder, the negotiation thereof and of the transactions and agreements reflected thereby, and the obligations and financial obligations made thereunder, in each case that the Borrower and Guarantors or Resources at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of the Interim Order. Debtors will comply with the DIP Budget, attached to the Interim Order as <u>Exhibit C</u> (the "<u>Budget</u>"), subject to permitted variances as provided for in the DIP Credit Agreement.
Interest Rates Bankruptcy Rule 4001(c)(1)(B)	Ratification and Amendment Agreement (Exhibit A to Interim Order), para. 7.3.	Base rate plus 7%.
Use of DIP Facility and Cash Collateral Bankruptcy Rule 4001(b)(1)(B)(ii)	Interim Order para D.	The Debtors shall be permitted to use Cash Collateral, proceeds of DIP Facility and proceeds of the Collateral only for the purposes and in the amounts set forth in the Budget, subject to permitted variances as provided for in the DIP Credit Agreement.
Entities with Interests in Cash Collateral Bankruptcy Rule 4001(b)(1)(B)(i)	Interim Order para. 2.5.	DIP Lender and Floorplan Lenders

DIP Facility Term	Provision of Interim Order	Summary of Material Terms/Significant Provisions Pursuant to Bankruptcy Rule 4001
Fees Bankruptcy Rule 4001(c)(1)(B)	Interim Order para. 5.1.	Each Debtor shall pay all fees, that may be reasonably required or necessary for the Debtors' performance of their obligations under the DIP Credit Agreement, including, without limitation, the non-refundable payment to the (i) Prepetition Lender of the documented fees and expenses set forth in the Prepetition Loan Documents, including, without limitation, all fees, costs, disbursements and expenses of Otterbourg P.C., as legal counsel, Munsch Hardt Kopf & Harr, P.C., as local counsel, and BRG, as financial advisor, and (ii) DIP Lender of the documented fees and expenses set forth in the DIP Loan Documents including, without limitation the fees, costs, disbursements and expenses of Otterbourg P.C., as legal counsel, Munsch Hardt Kopf & Harr, P.C., as local counsel, and BRG, as financial advisor, in each case whether incurred before or after the Petition Date; <u>provided</u>, that Debtors shall pay all such documented fees and expenses within ten (10) business days of delivery of a statement or invoice for such documented fees and expenses (it being understood that such statements or invoices shall not be required to be maintained in accordance with the U.S. Trustee Guidelines, nor shall any such counsel or other professional be required to file any interim or final fee applications with the Court or otherwise seek Court's approval of any such payments) to the Debtors, the U.S. Trustee and the Official Committee of Unsecured Creditors (the "<u>Committee</u>") of GTMA and its debtor affiliates, unless, within such ten (10) business day period, the Debtors, the U.S. Trustee, or the Committee serves a written objection upon the requesting party detailing the specific fees or expenses to which such party objects along with an explanation for the basis of such objection, in which case, the Debtors shall immediately pay only such amounts that are not the subject of any objection and only pay the balance of such statements or invoices at such time and in such amount as subsequently agreed to by the requesting party and any objecting party or as otherwise ordered by the Court to be paid.
Budget Bankruptcy Rule 4001 (c)(1)(B)	Interim Order paras. 2.5.	The Debtors shall only be permitted to use the DIP Facility and Cash Collateral of the DIP Lender for the purposes and in the amounts set forth in the Budget subject to permitted variances as provided for in the DIP Credit Agreement.
Reporting Information Bankruptcy Rule 4001(c)(1)(B)	Interim Order para 2.5.	Debtors shall promptly provide the DIP Lender with all required financial reporting and other periodic reporting that is required to be provided to the DIP Lender under the DIP Loan Documents. Debtors shall furnish to Administrative Agent and the Floorplan Lenders each week, a written report, in form and substance acceptable to Administrative Agent, setting forth the amount of sales or leases of Equipment and Inventory and the amount of Proceeds collected by

DIP Facility Term	Provision of Interim Order	Summary of Material Terms/Significant Provisions Pursuant to Bankruptcy Rule 4001
		Borrower and Guarantors for each Floorplan Lender under such Floorplan Lender's Floorplan Facility (the "<u>Floorplan Lender Payment Report</u>"); provided that the Floorplan Lender Payment Report delivered to each of the Floorplan Lenders shall be limited to sale information related to such Floorplan Lender's collateral and include copies of any bills of sale or retail installment sales agreements.
Chapter 11 Milestones Bankruptcy Rule 4001(c)(1)(B)		
Liens and Priorities Bankruptcy Rule 4001(c)(1)(B)(i)	Interim Order paras. 2.1 and 2.5.	The Debtors' indebtedness under the DIP Facility and all other DIP Obligations (as defined in the DIP Loan Documents) will be secured by security interests and liens granted pursuant to section 364(c)(1), (c)(2), and (c)(3), as applicable, of the Bankruptcy Code (the "<u>DIP Liens</u>"). For all DIP Obligations (including, without limitation, subject to Section 4.1 of the Interim Order, the Prepetition Obligations rolled into the DIP Obligations in accordance with the terms hereof) now existing or hereafter arising pursuant to the Interim Order, the DIP Loan Documents or otherwise, DIP Lender is granted an allowed superpriority administrative claim pursuant to section 364(c)(1) of the Bankruptcy Code, having priority in right of payment over any and all other obligations, liabilities and indebtedness of Debtors (other than the Carve-Out), whether now in existence or hereafter incurred by Debtors, and over any and all administrative expenses or priority claims of the kind specified in, or ordered pursuant to, <i>inter alia</i>, sections 105, 326, 328, 330, 331, 364(c)(1), 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1113 or 1114 of the Bankruptcy Code (other than the Carve-Out), which allowed superpriority administrative claim shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof; provided that, Administrative Agent's and the other Secured Parties' Super-Priority Claims with respect to Avoidance Proceeds shall be subject to first, reasonable marshalling by the Administrative Agent against other sources of recovery, and second, to Avoidance Proceeds (the "<u>DIP Loan Superpriority Claim</u>"). As security for any Diminution in Value, the Prepetition Lender shall be granted additional and replacement, valid, binding, enforceable, non-avoidable, and effective and automatically perfected postpetition security interests in and liens on all Collateral (the "<u>Prepetition Lender Adequate Protection Liens</u>"), which Prepetition Lender Adequate Protection Liens shall be junior and subordinate only to (A) the Carve-Out, (B) the Prepetition Permitted Senior Liens, and (C) DIP Lender's

DIP Facility Term	Provision of Interim Order	Summary of Material Terms/Significant Provisions Pursuant to Bankruptcy Rule 4001
		liens on the Collateral to secure the Obligations, and shall otherwise be senior to all other security interests in, liens on, or claims against any of the Collateral. As security for any Diminution in Value, Floorplan Lenders shall be granted additional and replacement, valid, binding, enforceable, non-avoidable, and effective and automatically perfected postpetition security interests in and liens on their respective Floorplan Lender Prepetition Collateral (the “<u>Floorplan Lender Adequate Protection Lien</u>” and, collectively with the Prepetition Lender Adequate Protection Liens, the “<u>Adequate Protection Liens</u>”), which Floorplan Lender Adequate Protection Lien shall be junior and subordinate only to (A) the Carve-Out, (B) DIP Lender’s liens on the Collateral to secure the Obligations, and (C) solely with respect to the Collateral, the Prepetition Lender Adequate Protection Liens, and shall otherwise be senior to all other security interests in, liens on, or claims against any of the Floorplan Lender Prepetition Collateral.
Carve Out Bankruptcy Rule 4001(c)(1)(B)	Interim Order para. 2.3.	“Carve Out” shall mean 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 28 U.S.C § 1930(a); (ii) all reasonable fees and expenses up to \$25,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (the fees and expenses set forth in Sections 2.3(a)(i) and (ii) of the Interim Order are defined as the “<u>Carve-Out Expenses</u>”) (iii) subject to the terms and conditions of the Interim Order, Allowed Professional Fees (as defined below) incurred during the period commencing on the Petition Date and ending on the Trigger Date (as defined below) (the “<u>Pre-Trigger Date Period</u>”) by attorneys, accountants and other professionals retained by the Debtors and the Committee under Section 327 or 1103(a) of the Bankruptcy Code (collectively, the “<u>Professionals</u>”), provided that the aggregate amount of such Allowed Professional Fees included in the Carve-Out pursuant to this clause (iii) shall not exceed the line item amounts for the “Debtors Professional Reserve” and the “UCC Professionals Reserve” as set forth in the Budget covering the Pre-Trigger Date Period, <u>less</u> the sum of all Allowed Professional Fees incurred during the Pre-Trigger Date Period and paid at any time and less the amount of any retainers either held by and/ or applied since the Petition Date (the “<u>Pre-Trigger Date Professional Fee Carve-Out</u>”); and (iv) subject to the terms and conditions contained in the Interim

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		Order, Allowed Professional Fees incurred by Professionals incurred beginning on the first business day after the Trigger Date in an aggregate amount not to exceed \$100,000 (the “<u>Post-Trigger Date Professional Fee Carve-Out</u>”; and together with the Pre-Trigger Date Professional Fee Carve-Out, collectively, the “<u>Professional Fee Carve-Out</u>”). For the avoidance of doubt and notwithstanding anything to the contrary in the Interim Order or the DIP Loan Documents: (x) the Carve-Out shall be senior to all liens and claims securing the DIP Obligations, the Adequate Protection Liens, the DIP Loan Superpriority Claim, the Prepetition Lender Superpriority Claim, the Floorplan Lender Superpriority Claim, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition Obligations; and (y) nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation described herein, and nothing herein shall be construed to limit the ability of Professionals from obtaining payment of allowed fees and expenses from property of the Estates. The term “<u>Allowed Professional Fees</u>” shall mean the unpaid and outstanding fees and expenses of Professionals (i) actually incurred on or after the Petition Date, and (ii) allowed and payable at any time by any order of the Court pursuant to sections 326, 328, 330 or 331 of the Bankruptcy Code (but excluding any transaction, restructuring, completion, success or similar fees); and (b) the term “Trigger Date” shall mean the date upon which DIP Lender provides written notice to the Debtors, the Committee, and the U.S. Trustee following the occurrence and during the continuation of an Event of Default, acceleration of the DIP Obligations, and election to fund the Post-Trigger Date Professional Fee Carve-Out. In the event that the Trigger Date occurs prior to the end of any week set forth in the Budget, then for purposes of calculating the portion of the Pre-Trigger Date Professional Fee Carve-Out available for such week, the amount of the “professional fee” line item in the DIP Budget for such week shall be multiplied by a fraction, the numerator of which shall be the number of days in such week prior to the Trigger Date, and the denominator of which shall be 7. Notwithstanding anything to the contrary in the Interim Order, neither the Carve-Out nor the proceeds of Collateral or any DIP Loans, Letters of Credit or any other credit or financial accommodations provided under or in connection with the DIP Loan Documents shall be used to pay any Allowed Professional Fees or any other fees or expenses incurred by any party, including any Debtor, any Committee, or any Professional in connection with any of the following:

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		(i) an assertion or joinder in any claim, counter-claim, action, proceeding, application, motion, objection, defense or other contested matter seeking any order, judgment, determination or similar relief: (A) challenging the legality, validity, priority, perfection, or enforceability of (1) the Prepetition Obligations or Prepetition Lenders' liens on and security interests in the Prepetition Collateral or (2) the Obligations or DIP Lender's liens on and security interests in the Collateral; (B) invalidating, setting aside, avoiding or subordinating, in whole or in part, (1) the Prepetition Obligations or Prepetition Lenders' liens on and security interests in the Prepetition Collateral or (2) the Obligations or DIP Lender's liens on and security interests in the Collateral; or (3) preventing, hindering or delaying DIP Lender's assertion or enforcement of any lien, claim, right or security interest or realization upon any Collateral in accordance with the terms and conditions of the DIP Credit Agreement, the DIP Loan Documents, and the Interim Order; (ii) a request to use Cash Collateral (as such term is defined in section 363 of the Bankruptcy Code), without the prior written consent of DIP Lender in accordance with the terms and conditions of the Interim Order; (iii) a request, without the prior written consent of the DIP Lender, for authorization to obtain debtor in possession financing or other financial accommodations pursuant to sections 364(c) or (d) of the Bankruptcy Code that does not provide for the Payment in Full of all the Prepetition Obligations and the Obligations on terms and conditions acceptable to the DIP Lender (other than as specifically provided herein) on the date any such financing or financial accommodation is approved by this Court; (iv) the commencement or prosecution of any action or proceeding of any claims, causes of action or defenses against DIP Lender or any of its respective officers, directors, employees, agents, attorneys, affiliates, predecessors, successors or assigns, including, without limitation, any attempt to recover or avoid any claim or interest from DIP Lender under chapter 5 of the Bankruptcy Code; (v) the cost of investigation into any claims against Prepetition Lender arising under or in connection with the Prepetition

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		Loan Documents in excess of \$25,000; (vi) seeking relief under the Bankruptcy Code, including, without limitation, in each case under Section 105 of the Bankruptcy Code, to the extent such relief would restrict or impair the rights and remedies of any secured party as set forth in the Interim Order, the DIP Loan Documents, or the Final Order; or (vii) any act which has or could directly, materially and adversely modify or compromise the rights and remedies of DIP Lender under this Interim Order, or which directly results in the occurrence of an Event of Default under any DIP Loan Documents, or the Interim Order.
Adequate Protection Bankruptcy Rules 4001(b)(1)(B)(iv), 4001(c)(1)(B)(ii)	Interim Order para. 2.5	As security for any Diminution in Value, the Prepetition Lender shall be granted Prepetition Lender Adequate Protection Liens which Prepetition Lender Adequate Protection Liens shall be junior and subordinate only to (A) the Carve-Out, (B) the Prepetition Permitted Senior Liens, and (C) DIP Lender's liens on the Collateral to secure the Obligations, and shall otherwise be senior to all other security interests in, liens on, or claims against any of the Collateral. As adequate protection for any Diminution in Value, as and to the extent provided by section 507(b) of the Bankruptcy Code, and solely to the extent of any Diminution in Value, Prepetition Lender shall be granted an allowed superpriority administrative expense claim in each of the Chapter 11 Cases and any successor bankruptcy cases (the "<u>Prepetition Lender Superpriority Claim</u>"). The Prepetition Lender Superpriority Claim shall be junior only to (A) the Carve-Out and (B) the DIP Loan Superpriority Claim, and shall otherwise have priority over all administrative expense claims, including administrative expenses of the kinds specified in or ordered pursuant to sections 503(b) and 507(b) of the Bankruptcy Code, and unsecured claims against Debtors and their Estates now existing or hereafter arising, of any kind or nature whatsoever. The Debtors are authorized to pay, without further Court order, documented legal fees and expenses, whether incurred before or after the Petition Date, of counsel to the Prepetition Lender (in its capacity under the Prepetition Loan Documents), <i>provided</i>, that (a) the Debtors, the U.S. Trustee, and the Committee shall have ten (10) days from receipt of invoices to review the summary legal invoices of such counsel, and (b) in the event the Debtors, the U.S. Trustee, or Committee files with this Court an objection to any such legal invoice within ten (10) days of its receipt

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		thereof, the undisputed portion of such legal invoice shall be paid without further order of the Court whereas the portion of such legal invoice subject to such objection shall not be paid until resolution of such objection or entry of an order by this Court, and (c) in the event neither the Debtors, U.S. Trustee nor the Committee shall file with this Court an objection to any such legal invoice within ten (10) days of its receipt thereof, such legal invoice shall be paid without further order of the Court and shall not be subject to any further review, challenge or disorgement. The Debtors shall promptly provide the DIP Lender with all required financial reporting and other periodic reporting that is required to be provided to the DIP Lender under the DIP Loan Documents. Debtors shall continue to direct all customers and other account debtors to remit any Proceeds to the M&T Accounts during the Chapter 11 Cases. Debtors shall be authorized to disburse from the M&T Accounts to each Floorplan Lender the amount of Proceeds received from the sale of Inventory or Equipment subject to the liens the Floorplan Financing Facility of such Floorplan Lender in accordance with the ordinary course prepetition practices of Borrower and Guarantors under the terms of the Floorplan Financing Facilities and the Floorplan Intercreditor Agreements. Debtors shall furnish to Administrative Agent and the Floorplan Lenders each week, a Floorplan Lender Payment Report; provided that the Floorplan Lender Payment Report delivered to each of the Floorplan Lenders shall be limited to sale information related to such Floorplan Lender's collateral and include copies of any bills of sale or retail installment sales agreements. As security for any Diminution in Value, Floorplan Lenders shall be granted Floorplan Lender Adequate Protection Liens, which Floorplan Lender Adequate Protection Lien shall be junior and subordinate only to (A) the Carve-Out, (B) DIP Lender's liens on the Collateral to secure the Obligations, and (C) solely with respect to the Collateral, the Prepetition Lender Adequate Protection Liens, and shall otherwise be senior to all other security interests in, liens on, or claims against any of the Floorplan Lender Prepetition Collateral. As adequate protection for any Diminution in Value, as and to the extent provided by section 507(b) of the Bankruptcy Code, and solely to the extent of any Diminution in Value (the "<u>Floorplan Lender Superpriority Claim</u>"), Floorplan Lenders shall be granted an allowed superpriority administrative expense claim in each of the Chapter 11 Cases and any successor bankruptcy cases senior to any and all other administrative expense claims

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		in such cases, but junior to (A) the Carve-Out, (B) the DIP Loan Superpriority Claim, and (C) the Prepetition Lender Superpriority Claim.
Events of Default Bankruptcy Rule 4001(c)(1)(B)	Interim Order paras. 3.1 and 3.2	Unless waived by the DIP Lender in writing in accordance with the terms of the DIP Credit Agreement or the DIP Loan Documents, the occurrence of any of the following events shall constitute an “<u>Event of Default</u>” under the Interim Order: (a) any Debtor’s failure to perform, in any material (as determined by the DIP Lender in its sole discretion) respect, any of its obligations under the Interim Order; or (b) an “Event of Default” under the DIP Credit Agreement or any of the other DIP Loan Documents. Upon the DIP Lender’s service of a notice of occurrence of and during the continuance of an Event of Default, (a) the Debtors shall be bound by all restrictions, prohibitions and other terms as provided in the Interim Order, the DIP Credit Agreement and the other DIP Loan Documents, and (b) the DIP Lender shall be entitled to take any act or exercise any right or remedy as provided in the Interim Order or any DIP Loan Document, as applicable, including, without limitation, declaring all Obligations then outstanding immediately due and payable, accelerating the Obligations, ceasing to extend DIP Loans on behalf of any Debtor, setting off any Obligations with Collateral or proceeds in DIP Lender’s possession, and enforcing any and all rights with respect to the Collateral. Except as expressly set forth in Section 2.5 of the Interim Order, DIP Lender shall have no obligation to lend or advance any additional funds to or on behalf of Debtors, or provide any other financial accommodations to Debtors, immediately upon or after the occurrence of an Event of Default or upon the occurrence of any act, event, or condition that, with the giving of notice or the passage of time, or both, would constitute an Event of Default. It shall be an Event of Default for the Debtors to seek or obtain such an order, which seeks to sell, transfer, lease, encumber or otherwise dispose of any portion of the Collateral outside the ordinary course, other than pursuant to the terms of the DIP Loan Documents or Court order, without the prior written consent of DIP Lender (and no such consent shall be implied, from any other action, inaction or acquiescence by the DIP Lender). All cash proceeds generated from the sale of the Collateral shall be paid to the DIP Lender in accordance

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		with the DIP Credit Agreement upon the closing of such sale for permanent application to the Obligations owing by Debtors to the Prepetition Lender and the DIP Lender, as applicable in accordance with the terms and conditions of (a) the Interim Order and (b) the DIP Credit Agreement and other DIP Loan Documents until such time as all such Obligations are Paid in Full. It shall be an Event of Default for the Debtors to seek or obtain such an order, without the consent of the DIP Lender, to (a) enter into any agreement to return any inventory to any of their creditors for application against any pre-petition indebtedness under any applicable provision of section 546 of the Bankruptcy Code, or (b) consent to any creditor taking any setoff against any of its pre-petition indebtedness based upon any such return pursuant to section 553(b)(1) of the Bankruptcy Code or otherwise.
Waiver / Modification of the Automatic Stay Bankruptcy Rule 4001(c)(1)(B)(iv)	Interim Order para. 3.4.	The automatic stay provisions of section 362 of the Bankruptcy Code and any other restrictions imposed by an order of the Court or applicable law are modified to the extent necessary to permit the DIP Lender to perform, immediately upon entry of the Interim Order and at any time thereafter, any act authorized or permitted under or by virtue of the Interim Order or the DIP Loan Documents, as applicable, including, without limitation, (a) to implement the post-petition financing arrangements authorized by the Interim Order and pursuant to the terms of the DIP Loan Documents, (b) to take any act to create, validate, evidence, attach or perfect any lien, security interest, right or claim in the Collateral, and (c) to assess, charge, collect, advance, deduct and receive payments with respect to the Prepetition Obligations or the Obligations, as applicable, including, without limitation, all interest, fees, costs and expenses permitted under the DIP Loan Documents (subject to Section 5.12 of the Interim Order) and apply such payments to the Prepetition Obligations or Obligations pursuant to the DIP Loan Documents and the Interim Order, as applicable. Without limiting the foregoing, upon the occurrence of an Event of Default and the DIP Lender providing five (5) days (the “<u>Default Notice Period</u>”) prior written notice (the “<u>Enforcement Notice</u>”) to (i) counsel for the Debtors, (ii) counsel for the Committee, and (iii) the U.S. Trustee, the DIP Lender shall be entitled without further notice, application or order of the Court to take any action and exercise all other rights and remedies provided to it by the Interim Order, the DIP Loan Documents or applicable law that DIP Lender may deem appropriate in its sole discretion to proceed against and realize upon the Collateral or any other assets or properties of Debtors’ Estates upon which the DIP Lender has been or may hereafter be granted liens or security interests to obtain the

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		indefeasible repayment in full of all Obligations. Notwithstanding anything to the contrary, any action that DIP Lender is otherwise permitted to take pursuant to the Interim Order to (i) terminate the commitments under the DIP Loan Documents, accelerate the DIP Loans, (iii) send blocking notices or activation notices pursuant to the terms of any Blocked Account Agreement, and (iv) repay any amounts owing in respect of the Obligations (including, without limitation, fees, indemnities and expense reimbursements), in each case, shall not require any advance notice to the Debtors. During the Default Notice Period, the Debtors, the U.S. Trustee, and the Committee shall be entitled to seek an emergency hearing, and the DIP Lender shall consent to such emergency hearing within the Default Notice Period; <i>provided</i> that if a request for such hearing is made prior to the end of the Default Notice Period, then the Notice Period shall be continued until the Court hears and rules with respect thereto. During the Default Notice Period, the Debtors shall continue to have the right to use Cash Collateral in accordance with the terms of the Interim Order, solely to pay necessary expenses set forth in the Budget which have been approved by the DIP Lender (except as otherwise specifically provided in Section 2.3 and Section 2.4 of the Interim Order), and the DIP Lender shall have the rights set forth in this paragraph, without the necessity of seeking relief from the automatic stay.
Waiver of Rights Under Section 506(c) Bankruptcy Rule 4001(c)(1)(x)	Interim Order para. 4.2.	No costs or expenses of administration which have or may be incurred in the Chapter 11 Cases shall be charged against DIP Lender or Prepetition Lender, or their respective claims or the Collateral pursuant to section 506(c) of the Bankruptcy Code without the prior written consent of such Lender, and no such consent shall be implied from any other action, inaction or acquiescence by DIP Lender or Prepetition Lender. Any 506(c) surcharge shall be waived with respect to all Floorplan Lenders participating in the DIP Facility or Carve Out. For the avoidance of doubt, Debtors shall be allowed to surcharge via section 506(c) of the Bankruptcy Code all Floorplan Lenders not participating in the DIP Loan and Carve Out.
Indemnification Bankruptcy Rule 4001(c)(1)(B)(ix)		

BENEFITS OF PROPOSED FACILITY; FAIR AND REASONABLE TERMS

A. Benefits of the Proposed DIP Facility

24. In addition to providing a liquidity infusion necessary to fund critical expenditures and implement a value-maximizing going concern sale, the proposed DIP Facility contains several favorable terms and conditions to the Debtors.

25. The proposed DIP Facility satisfies the Debtors' primary strategic considerations and will satisfy the Debtors' post-petition liquidity needs, will provide the Debtors with sufficient flexibility to operate their businesses in an efficient manner in the ordinary course of business, and is in the best interests of the Debtors and their estates.

B. The DIP Facility Terms Are Reasonable under the Circumstances

26. The obligations, interest rate, fees, maturity, covenants, and milestones under the DIP Facility are reasonable, taken as a whole, under the circumstances and are generally consistent with market terms for companies facing similar circumstances as the Debtors and provides the best financing option currently available to the Debtors under the circumstances. Accordingly, the DIP Lender has acted in good faith and has agreed to provide the DIP Facility to the Debtors on terms that are fair and reasonable under the current circumstances and market conditions.

DIP Liens

27. As security for any Diminution in Value, the Prepetition Lender shall be granted the Prepetition Lender Adequate Protection Liens, which shall be junior and subordinate only to (A) the Carve-Out, (B) the Prepetition Permitted Senior Liens, and (C) DIP Lender's liens on the Collateral to secure the Obligations, and shall otherwise be senior to all other security interests in, liens on, or claims against any of the Collateral.

28. As adequate protection for any Diminution in Value, the Prepetition Lender shall be granted as and to the extent provided by section 507(b) of the Bankruptcy Code, and solely to

the extent of any Diminution in Value, the Prepetition Lender Superpriority Claim. The Prepetition Lender Superpriority Claim shall be junior only to (A) the Carve-Out and (B) the DIP Loan Superpriority Claim, and shall otherwise have priority over all administrative expense claims, including administrative expenses of the kinds specified in or ordered pursuant to sections 503(b) and 507(b) of the Bankruptcy Code, and unsecured claims against Debtors and their Estates now existing or hereafter arising, of any kind or nature whatsoever.

29. As security for any Diminution in Value, each Floorplan Lender shall be granted a Floorplan Lender Adequate Protection Lien, which shall be junior and subordinate only to (A) the Carve-Out, (B) DIP Lender's liens on the Collateral to secure the Obligations, and (C) solely with respect to the Collateral, the Prepetition Lender Adequate Protection Liens, and shall otherwise be senior to all other security interests in, liens on, or claims against any of the Floorplan Lender Prepetition Collateral.

30. As adequate protection for any Diminution in Value, each Floorplan Lender shall be granted as and to the extent provided by section 507(b) of the Bankruptcy Code, and solely to the extent of any Diminution in Value, a Floorplan Lender Superpriority Claim in each of the Chapter 11 Cases and any successor bankruptcy cases senior to any and all other administrative expense claims in such cases, but junior to (A) the Carve-Out, (B) the DIP Loan Superpriority Claim, and (C) the Prepetition Lender Superpriority Claim.

31. Absent the foregoing protections, the DIP Lender and Floorplan Lenders would not have agreed to provide the DIP Facility and Carve Out to the Debtors.

C. The Proposed DIP Facility Fees Are Fair and Reasonable

32. The DIP Lender has committed to provide a substantial amount of capital to ensure successful execution of the DIP Facility. In view of those commitments and the circumstances of the Chapter 11 Cases, including the magnitude of the Debtors' Chapter 11 Cases and the tangible

benefit to the estate of a substantial committed post-petition financing, the consideration being provided to the DIP Lender, taken as a whole, in exchange for providing such commitment, is reasonable in amount, appropriately compensates the DIP Lender for its costs and the assurances it is providing to the process, and is necessary to obtain the DIP Facility, which will permit the Debtors to both (i) continue operating their businesses and (ii) maximize the value of their estates.

DIP Fees

33. In consideration for the DIP Lender's commitments in connection with the DIP Facility, the Debtors have agreed to, among other things, (i) pay certain fees (the "DIP Fees"), as discussed in the table above, (ii) pay reasonable and documented out-of-pocket fees and expenses for the DIP Lender (including reasonable and documented fees and expenses of outside counsel) (the "Out-of-Pocket Expenses" and, together with the DIP Fees, the "DIP Fees and Expenses"), and (iii) indemnify the DIP Lender in accordance with the DIP Loan Agreement.

Reasonableness of DIP Fees

34. The DIP Fees and Expenses were the subject of arm's-length and good-faith negotiations between the Debtors and the DIP Lender, are integral components of the overall terms of the DIP Facility, and were required by the DIP Lender as consideration for the extension of post-petition financing. It is unlikely that a financing commitment with terms similar to those in the DIP Facility was available to the Debtors for lower fees given the existing liens against the Debtors' assets, and the Debtors' liquidity position.

BASIS FOR RELIEF

35. The Debtors satisfy the requirements for relief under section 364 of the Bankruptcy Code, which authorizes a debtor to obtain secured or superpriority financing under certain circumstances. The Debtors were unable to procure sufficient financing in the form of unsecured credit, which would be allowable under section 503(b)(1) or as an administrative expense, in

accordance with sections 364(a) or (b) of the Bankruptcy Code. *See* 11 U.S.C. §§ 364(a)-(b); 503(b)(1). Having determined that post-petition financing was only available pursuant to sections 364(c) and (d) of the Bankruptcy Code, the Debtors negotiated with the DIP Lender to secure the DIP Facility on the terms described herein. For these reasons, the Debtors submit that they satisfy the necessary conditions under sections 364(c) and (d) for authority to enter into the DIP Facility.

A. *Entry into the DIP Facility is an Exercise of the Debtors' Sound Business Judgment*

36. The relief requested by the Motion is warranted for several reasons:

- Immediate access to the DIP Facility is critical to ensure sufficient working capital to operate the Debtors' businesses, to maintain and preserve the the Debtors' assets for the Marketing Process, and to administer the Debtors' estates.
- The DIP Facility is necessary for the Debtors to avoid immediate and irreparable harm to their estates.
- Negotiations with the DIP Lender were conducted in good faith and at arms' length. The DIP Facility, taken as a whole, is reasonable under the facts and circumstances and represents the Debtors' best currently available option.

For those reasons and the reasons set forth below, the Debtors respectfully request that the Court grant the relief requested herein.

37. If an agreement to obtain secured credit does not run afoul of the provisions of, and policies underlying, the Bankruptcy Code, courts give debtors considerable deference in acting in accordance with their sound business judgment in obtaining such credit. *See, e.g., In re N. Bay Gen. Hosp., Inc.*, No. 08-20368 (Bankr. S.D. Tex. July 11, 2008) (Docket No. 21) (order approving postpetition financing on an interim basis as exercise of debtors' business judgment); *In re Los Angeles Dodgers LLC*, 457 B.R. 308, 313 (Bankr. D. Del. 2011) ("[C]ourts will almost always defer to the business judgment of a debtor in the selection of the lender."); *In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) ("[C]ases consistently reflect that the court's

discretion under section 364 is to be utilized on grounds that permit reasonable business judgment to be exercised so long as the financing agreement does not contain terms that leverage the bankruptcy process and powers or its purpose is not so much to benefit the estate as it is to benefit a party-in-interest.”).

38. Courts generally will not second-guess a debtor’s business decisions when those decisions involve the appropriate level of care in arriving at the decision on an informed basis, in good faith, and in the honest belief that the action was taken in the best interest of the debtor. *See In re Los Angeles Dodgers LLC*, 457 B.R. at 313. To determine whether the business judgment test is met, “the court ‘is required to examine whether a reasonable business person would make a similar decision under similar circumstances.’” *In re Dura Auto. Sys. Inc.*, No. 06- 11202 (KJC), 2007 WL 7728109, at *97 (Bankr. D. Del. Aug. 15, 2007) (citation omitted).

39. Further, in considering whether the terms of post-petition financing are fair and reasonable, courts consider the terms in light of the relative circumstances of both the debtor and the potential lender. *In re Farmland Indus., Inc.*, 294 B.R. 855—86 (Bankr. W.D. Mo. 2003); *see also Unsecured Creditors’ Comm. Mobil Oil Corp. v. First Nat’l Bank & Tr. Co. of Escanaba (In re Ellingsen MacLean Oil Co., Inc.)*, 65 B.R. 358, 365 n.7 (W.D. Mich. 1986) (recognizing a debtor may have to enter into “hard bargains” to acquire funds for its reorganization).

40. The Debtors’ determination to move forward with the DIP Facility is a sound exercise of their business judgment following a thorough process conducted with the guidance of experienced advisors, and after careful evaluation of alternatives. Given the nature of the Debtors’ relatively limited unencumbered asset pool, the DIP Lender is the best available financing source that could commit to a facility on the most favorable terms, and enable the Debtors to avoid a potentially costly and protracted priming fight. The Debtors negotiated the DIP Loan Documents

with the DIP Lender in good faith, at arm's length, and with the assistance of their advisors, and the Debtors believe that they have obtained the best financing available in an amount sufficient to fund operations and the costs of these Chapter 11 Cases, and on reasonable terms. Accordingly, the Court should authorize the Debtors' entry into the DIP Loan Documents as a reasonable exercise of the Debtors' business judgment.

41. The Debtors satisfy the requirements for relief under section 364 of the Bankruptcy Code, which authorizes a debtor to obtain secured or superpriority financing under certain circumstances. Specifically, section 364(c) of the Bankruptcy Code provides that:

If the trustee is unable to obtain unsecured credit allowable under section 503(b)(1) of this title as an administrative expense, the court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt:

(1) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of this title;

(2) secured by a lien on property of the estate that is not otherwise subject to a lien; or

(3) secured by a junior lien on property of the estate that is subject to a lien[.]

11 U.S.C. § 364(c).

42. To satisfy the requirements of section 364(c) of the Bankruptcy Code, courts will consider whether (a) the debtor made reasonable effort, but failed, to obtain unsecured credit under sections 364(a) and 364(b) of the Bankruptcy Code, (b) the credit transaction benefits the debtor and is necessary to preserve estate assets, and (c) the terms of the credit transaction are fair, reasonable, and adequate, given the circumstances of the debtor and proposed lender. *See In re Republic Airways Holdings Inc.*, No. 16-10429(SHL), 2016 WL 2616717, at *11 (Bankr. S.D.N.Y. May 4, 2016); *In re Los Angeles Dodgers LLC*, 457 B.R. at 312–13; *In re Ames Dep't Stores, Inc.*, 115 B.R. at 40. However, section 364 “imposes no duty to seek credit from every possible lender

before concluding that such credit is unavailable.” *Bray v. Shenandoah Fed. Savs. & Loan Ass’n (In re Snowshoe Co.)*, 789 F.2d 1085, 1088 (4th Cir. 1986).

43. Given the Debtors’ cashflow constraints, a post-petition unsecured facility is not available. The Court should, therefore, authorize the Debtors to provide the DIP Lender with superpriority administrative expense status for any DIP Obligations as provided for in section 364(c)(1) of the Bankruptcy Code, further secured by perfected senior priority security interests in and liens on the Collateral pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code (subject and subordinate only to the Carve-Out and the Permitted Liens)..

44. The DIP Facility is necessary to preserve the Debtors’ estates. The Debtors require access to the DIP Facility and access to Cash Collateral to ensure they have sufficient liquidity to operate their business, enter into post-petition agreements, and administer their estates in the ordinary course for the duration of these Chapter 11 Cases. The Debtors’ operating cash flow, as currently projected, will not be sufficient to fund ongoing operations and expenses for the projected duration of these Chapter 11 Cases, including administrative costs associated with these Chapter 11 Cases.

45. The terms of the DIP Facility are fair and reasonable under the circumstances. The DIP Facility represents the most favorable source of post-petition financing and is designed to provide the Debtors with sufficient liquidity for the duration of these Chapter 11 Cases.

B. The Debtors Should Be Authorized to Use Cash Collateral of the DIP Lender and Floorplan Lenders

46. The Debtors may require use of Cash Collateral of the DIP Lender and Floorplan Lenders for working capital and to fund their Chapter 11 Cases, which the DIP Lender and Floorplan Lenders have agreed to, subject to the Budget. Section 363(c) of the Bankruptcy Code

governs a debtor's use of a secured creditor's cash collateral. Section 363(c) provides, in pertinent part, that:

The trustee may not use, sell, or lease cash collateral . . . unless—

(A) each entity that has an interest in such cash collateral consents;
or

(B) the court, after notice and a hearing, authorizes such use, sale,
or lease in accordance with the provisions of this section [363].

11 U.S.C. § 363(c)(2). Further, section 363(e) provides that “on request of an entity that has an interest in property . . . proposed to be used, sold or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest.” 11 U.S.C. § 363(e).

47. The Debtors have satisfied the requirements of sections 363(c)(2) and (e), and should be authorized to use Cash Collateral.

C. The Debtors Should Be Authorized to Pay Fees Required by the DIP Loan Documents

48. As described herein, the Debtors have agreed, subject to Court approval, to pay the DIP Fees in exchange for the DIP Lender providing the DIP Facility, and, taken as a whole, the terms of the DIP Loan Documents, including the fees imposed thereunder, are reasonable under the facts and circumstances and are the Debtors' best—and in fact only—currently available option to maintain its ongoing business operations and to fund these Chapter 11 Cases.

49. The Debtors considered the DIP Fees when determining in their sound business judgment whether entry into the DIP Facility constituted the best path forward, and the Debtors determined that paying these fees in order to obtain the DIP Facility is in the best interest of the Debtors' estates. Accordingly, the Court should authorize the Debtors to pay the DIP Fees.

D. The Carve Out is Appropriate

50. The DIP Loan Documents subject the DIP Lender's and the Floorplan Lenders' security interests, super-priority administrative expense claims, and the adequate protection claims and liens to the Carve Outs. Without the Carve Outs, the Debtors' estate and stakeholders could be harmed because the services professionals might otherwise provide in these Chapter 11 Cases could be restricted. *See In re Ames Dep't Stores*, 115 B.R. at 38 (observing that courts insist on carve outs for professionals representing parties in interest because "[a]bsent such protection, the collective rights and expectations of all parties in interest are sorely prejudiced"). Additionally, the Carve Outs protect against administrative insolvency during the pendency of these Chapter 11 Cases by ensuring that assets are available to pay U.S. Trustee's fees and professional fees of the Debtors and the Committee. Accordingly, the Debtors submit that the Carve Outs are appropriate.

E. The DIP Lender and Floorplan Lenders Should Be Deemed a Good Faith Lender Under Section 364(e)

51. Section 364(e) of the Bankruptcy Code protects a good faith lender's right to collect on loans extended to a debtor, and its right in any lien securing those loans, even if the authority of the debtor to obtain such loans or to grant such liens is later reversed or modified on appeal. Section 364(e) provides that:

The reversal or modification on appeal of an authorization under this section [364 of the Bankruptcy Code] to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

11 U.S.C. § 364(e).

52. Here, the Debtors believe the DIP Loan Documents embody the most favorable terms on which the Debtors could obtain post-petition financing. The negotiations of the terms of

the DIP Facility and the Carve Outs with the DIP Lender and Floorplan Lenders were conducted at arms' length. Under the circumstances, the terms and conditions of the DIP Loan Documents are reasonable, and the proceeds of the DIP Facility and the Carve Outs will be used only for purposes that are permissible under the Bankruptcy Code, in accordance with the Interim and Final Orders and the DIP Loan Documents and in accordance with the Budget (subject to any permitted variance). Further, no consideration is being provided to any party to the DIP Loan Documents other than as described herein. Accordingly, the Court should find that the DIP Lender and the Floorplan Lenders are "good faith" lenders within the meaning of section 364(e) of the Bankruptcy Code and that the DIP Lender and Floorplan Lenders thus are entitled to all of the protections afforded by that section.

F. There Is Cause for Modification of the Automatic Stay

53. The relief requested herein contemplates a modification of the automatic stay (if applicable) to the extent necessary to permit the DIP Lender and Floorplan Lenders to perform, immediately upon entry of the Interim Order and at any time thereafter, any act authorized or permitted under or by virtue of the Interim Order or the DIP Loan Documents, as applicable, including, without limitation, (a) to implement the post-petition financing arrangements authorized by the Interim Order and pursuant to the terms of the DIP Loan Documents, (b) to take any act to create, validate, evidence, attach or perfect any lien, security interest, right or claim in the Collateral, and (c) to assess, charge, collect, advance, deduct and receive payments with respect to the Prepetition Obligations or the Obligations, as applicable, including, without limitation, all interest, fees, costs and expenses permitted under the DIP Loan Documents (subject to Section 5.12 of the Interim Order) and apply such payments to the Prepetition Obligations or Obligations pursuant to the DIP Loan Documents and the Interim Order, as applicable. These provisions were part of the quid pro quo for the Debtors' ability to obtain the DIP Facility and the Carve Outs and

use Cash Collateral as provided therein and in the Interim Order. Under these circumstances, the Debtors believe that the extent of the modifications to the automatic stay under the Interim Order is reasonable and should be approved.

54. Stay modifications of this kind are ordinary and standard features of post-petition financing facilities and, in the Debtors' business judgment, are appropriate under the present circumstances. *See, e.g., In re Sheridan Holding Company II, LLC*, No. 19-35198 (MI) (Bankr. S.D. Tex. October 21, 2019) (Docket No. 178) (modifying automatic stay as necessary to effectuate the terms of the order); *In re Vanguard Natural Resources, Inc.*, No. 19-31786 (DRJ) (Bankr. S.D. Tex. April 3, 2019) (Docket No. 118) (same); *In re Southcross Holdings LP*, No. 16-20111 (MI) (Bankr. S.D. Tex. Apr. 11, 2016) (Docket No. 183) (same); *In re Autoseis, Inc.*, No. 14-20130 (RSS) (Bankr. S.D. Tex. Mar. 27, 2014) (Docket No. 64) (same); *In re ATP Oil & Gas Corp.*, No. 12-36187 (MI) (Bankr. S.D. Tex. Aug. 21, 2012) (Docket No. 135) (same).

G. The Debtors Have an Immediate Need for Access to Cash Collateral and DIP Financing

55. The Court may grant interim relief in respect of a motion filed pursuant to section 363(c) or 364 of the Bankruptcy Code if, as here, interim relief is "necessary to avoid immediate and irreparable harm to the estate pending a final hearing." FED. R. BANKR. P. 4001(b)(2), (c)(2). In examining requests for interim relief under this rule, Courts generally apply the same business judgment standard applicable to other business decisions. *See Ames Dep't Stores*, 115 B.R. at 36.

56. Absent authority to enter into and access the proceeds of the DIP Facility, even for a limited period of time, the Debtors will be unable to continue operating their businesses, resulting in a deterioration of value and immediate and irreparable harm to the Debtors' estates. Thus, the Debtors require immediate access to the proceeds of the DIP Facility, as well as access to Cash Collateral, to finance its operations and continue operating as a going concern during the pendency of these Chapter 11 Cases. In addition, access to the DIP Facility will provide the Debtors with

financial stability in the event of unforeseen circumstances. Accordingly, for the reasons set forth above, prompt entry of the Interim Order is necessary to avoid value-destruction that would lead to immediate and irreparable harm to the Debtors' estates.

H. Basis for Waiver of Section 552(b)

57. To the extent applicable, the DIP Lender requires the Debtors to waive the "equities of the case" exception under section 552(b) of the Bankruptcy Code, subject to and effective upon entry of the Final Order. The Debtors are seeking approval of the "equities of the case" waiver only upon entry of the Final Order, thereby allowing parties in interest an opportunity to be heard in connection therewith. Therefore, the Debtors submit that the proposed "equities of the case" waiver is appropriate.

REQUEST FOR FINAL HEARING

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

EMERGENCY CONSIDERATION

59. The Debtors respectfully request emergency consideration of this Motion. The Debtors believe that the DIP Facility is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors' operations and cause irreparable harm. Accordingly, the Debtors respectfully request that the Court approve the relief requested in this Motion on an emergency basis.

REQUEST FOR WAIVER OF STAY

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

NOTICE

61. The Debtors have provided notice of this Motion to: (a) the Office of the United States Trustee for the Northern District of Texas; (b) the holders of the 30 largest unsecured claims (on a consolidated basis); (c) counsel to M&T (akramer@otterbourg.com; klippman@munsch.com); (d) counsel to the Committee (mlitvak@pszjlaw.com); and (e) counsel for the CASE Lender, Joseph Coleman (jcoleman@krcl.com); (f) counsel to CASE, Foley & Lardner LLP, Michael J. Lockerby (mlockerby@foley.com); (g) the Floorplan Lenders; and (h) all parties that have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002.

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

CONCLUSION

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

Dated: December 11, 2025

Respectfully submitted,

/s/ Joshua N. Eppich

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COUNSEL FOR THE DEBTORS

CERTIFICATE OF SERVICE

I certify that on December 11, 2025, a true and correct copy of the foregoing document was served via the Court's CM/ECF system.

/s/ Eric T. Haitz

Eric T. Haitz

EXHIBIT 1

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

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

**INTERIM ORDER (I) AUTHORIZING DEBTORS AND
DEBTORS-IN-POSSESSION TO (A) OBTAIN POSTPETITION
FINANCING, (B) GRANT LIENS AND SUPER-PRIORITY CLAIMS, AND
(C) GRANT ADEQUATE PROTECTION; (II) MODIFYING THE AUTOMATIC STAY;
(III) SCHEDULING A FINAL HEARING; AND (IV) GRANTING RELATED RELIEF**

Upon the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Debtors and Debtors-in-Possession to (A) Obtain Postpetition Financing, (B) Grant Liens and Super-Priority Claims, and (C) Grant Adequate Protection; (II) Modifying the*

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

Automatic Stay; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief [Docket No.] (the “**Motion**”)² filed by Groff Tractor Mid Atlantic, LLC and its affiliates that are debtors and debtors-in-possession (collectively, the “**Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”), seeking entry of an interim order pursuant to Sections 105, 361, 362, 363, 364(c)(1), 364(c)(2) and 364(c)(3), 364(d), 503, 506, 507 and 552 of title 11 of the United States Code (the “**Bankruptcy Code**”), and Rules 2002, 4001, 6004, 9013 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Texas (the “**Local Rules**”), and the Procedures for Complex Chapter 11 Cases (the “**Complex Case Procedures**”) for, among other things:

- (i) authorization for the Debtors to enter into (a) the *Ratification and Amendment Agreement*, as may be amended, supplemented or otherwise modified from time to time in accordance with the terms and conditions set forth therein, dated of even date herewith, by and among the Administrative Agent (as defined herein) and the other Secured Parties (as defined in the Prepetition Credit Agreement (as hereinafter defined) (the “**DIP Lender**”) and the Debtors (the “**DIP Credit Agreement**”), substantially in the form annexed hereto as **Exhibit A**, and (b) the Loan Documents (as defined in the DIP Credit Agreement and, together with the DIP Credit Agreement, referred to herein as the “**DIP Loan Documents**”);
- (ii) authorization for the Debtors to obtain, on a joint and several basis, post-petition loans, advances, and other financial accommodations in accordance with the terms and conditions set forth in the DIP Credit Agreement, by and among the Debtors and the DIP Lender, and the other Loan Documents (as defined in the DIP Credit Agreement and referred herein as the DIP Loan Documents, and in accordance with this order (“**Interim Order**”), secured by perfected senior priority security interests in and liens on the Collateral (as defined below) pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code (subject and subordinate only to the Carve-Out and the Permitted Liens (each as defined below));

² Capitalized terms used but not defined in this Interim Order shall have the same meanings ascribed to such terms in the Motion or the DIP Credit Agreement (as defined herein), as applicable.

- (iii) authorization for the Debtors to remit all collections, asset proceeds and payments, including, without limitation, all collections received since the Petition Date, (i) first to the Administrative Agent and the other Secured Parties, as lender to the Prepetition Credit Agreement (as defined below) (the “***Prepetition Lender***”), for application, or deemed application to all Prepetition Obligations (as defined below) until such obligations are fully repaid in accordance with the Prepetition Credit Agreement (as defined below) and other Prepetition Loan Documents (as defined below), and (ii) then to the DIP Lender for application and repayment of all Obligations in accordance with the DIP Credit Agreement and the other DIP Loan Documents;
- (iv) as set forth below, approval of certain stipulations by the Debtors as set forth in this Interim Order in connection with the Prepetition Credit Agreement and the Prepetition Loan Documents;
- (v) as set forth below, authorization to provide adequate protection to the Prepetition Lender;
- (vi) authorization, with Prepetition Lender and the DIP Lender consent, to use the Cash Collateral (as defined below) solely in accordance with this Interim Order and the DIP Budget (as hereinafter defined);
- (vii) the waiver of the Debtors’ right to assert claims to surcharge against the Collateral (as defined below) pursuant to sections 506(c) and 552(b) of the Bankruptcy Code;
- (viii) the modification of the automatic stay imposed by section 362 of the Bankruptcy Code (the “***Automatic Stay***”) to the extent necessary to implement and effectuate the terms and provisions of this Interim Order to the extent hereinafter set forth;
- (ix) the scheduling of a final hearing on the Motion (“***Final Hearing***”) to consider entry of a final order (the “***Final Order***”) authorizing, among other things, the borrowing under the DIP Loan Documents on a final basis, as set forth in the Motion and the DIP Credit Agreement; and
- (x) related relief.

**BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING BY
THE DEBTORS, INCLUDING THE SUBMISSIONS OF THE DECLARATIONS, AND**

THE REPRESENTATIONS OF COUNSEL, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:³

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

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

C. *Jurisdiction and Venue.* This Court has core jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(a)–(b) and the *Amended Standing Order of Reference from the United States District Court for the Northern District of Texas*, dated May 24, 2012. Consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Court may enter a final order consistent with Article III of the United States Constitution. Venue for the Chapter 11 Cases and proceedings on the Motion is proper before this Court pursuant to 28 U.S.C. § 1408. The predicates for the relief sought herein are sections 105, 361, 362, 363(b), 363(c), 363(e), 363(m), 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004 and 9014, and Bankruptcy Local Rules 2002-1, 4001-1(b), 4002-1(i), and 9013-1

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

D. *Committee Formation.* On November 5, 2025, the United States Trustee for the Northern District of Texas (the “*U.S. Trustee*”) appointed the Official Unsecured Creditors’ Committee (the “*Committee*”) in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code.

E. *Debtors’ Interim Use of Cash Collateral.* The Debtors requested and the Prepetition Lender agreed to provide to the Debtors the use of Cash Collateral and other postpetition financing on an interim basis pursuant to the *Interim Order (I) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361, 363, and 507 (III) Granting Protections Under 11 U.S.C. § 364 for Continuation of the Purchase Card Program, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 84] entered by the Court on October 28, 2025, which order was amended and extended by order of the Court on November 14, 2025 [Docket No. 167] and further amended and extended by order of the Court on November 26, 2025 [Docket No. 234] and December 3, 2025 [Docket No. 270] (as may be amended, modified, supplemented, extended, renewed, restated or replaced, the “*Interim Cash Collateral Order*”).

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

G. *Cash Collateral.* As used herein, the term “*Cash Collateral*” shall mean all of the Debtors’ cash, wherever located and held, including cash in deposit accounts, that constitutes or

will constitute “cash collateral” of the Prepetition Lender within the meaning of section 363(a) of the Bankruptcy Code. For the avoidance of doubt, nothing herein primes the lien of any *ad valorem* taxing authority.

H. *Debtors’ Stipulations.* Subject to the provisions and limitations contained in paragraph 4.1 hereof (including the Challenge Period, as defined therein), and after consultation with their attorneys and financial advisors, the Borrower and Guarantors admit, stipulate and agree that:

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

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

as of June 28, 2024, Amendment No. 3 to Forbearance Agreement and Fifth Amendment to Credit Agreement, dated as of October 24, 2024, Amendment No. 4 to Forbearance Agreement and Sixth Amendment to Credit Agreement, dated as of February 21, 2025, Amendment No. 5 to Forbearance Agreement and Seventh Amendment to Credit Agreement, dated March 14, 2025, Amendment No. 6 to Forbearance Agreement and Eighth Amendment to Credit Agreement, dated May 6, 2025, and Amendment No. 7 to Forbearance Agreement and Ninth Amendment to Credit Agreement, dated June 24, 2025 (together with the Forbearance Agreement as in effect immediately prior to the Petition Date, the “**Prepetition Credit Agreement**”). In connection with the credit facility under the Prepetition Credit Agreement, (a) Groff Tractor Mid Atlantic, LLC (“**GTMA**”), Dealer 2023 LLC f/k/a Groff Tractor & Equipment, LLC (“**Dealer 2023**”) and Resources (GTMA, Dealer 2023 and Resources, each individually a “**Guarantor**” and collectively, “**Guarantors**”) absolutely and unconditionally guaranteed the payment in full of the Obligations (as defined in the Prepetition Credit Agreement) of Groff Tractor Holdings, LLC (the “**Borrower**”) and of the Guaranteed Obligations of each other Guarantor (other than itself) pursuant to the terms of the continuing guarantee set forth in the Prepetition Credit Agreement and (b) the Borrower and Guarantors granted a security interest in and to substantially all of their assets and properties to secure the Obligations, including the Guaranteed Obligations, as set forth in the Amended and Restated Pledge and Security Agreement, dated as of February 1, 2023, by the Borrower and Guarantors in favor of the Administrative Agent, the Lenders and the other Secured Parties (as defined in the Prepetition Credit Agreement) (as in effect immediately prior to the Petition Date, the “**Prepetition Security Agreement**”) and together with all other agreements, guaranties, documents, notes, instruments and Uniform Commercial Code filings executed and/or delivered to or for the benefit of Prepetition Lender in connection with or related to the Prepetition Credit

Agreement (together with the Prepetition Credit Agreement and the Prepetition Security Agreement, all as in effect immediately prior to the Petition Date, collectively, the “***Prepetition Loan Documents***”). Pursuant to the Prepetition Credit Agreement and the other Prepetition Loan Documents, Prepetition Lender made advances and provided other credit and financial accommodations to the Borrower and Guarantors secured by substantially all of the assets of the Borrower and the Guarantors.

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

(iii) *Prepetition Obligations.* The Borrower and Guarantors were justly and lawfully indebted and liable to the Prepetition Lender under the Prepetition Credit Agreement and the other Prepetition Loan Documents in the aggregate principal amount of not less than \$75.4 million in respect of the Loan Obligations (as defined in the Prepetition Credit Agreement), which amount consists of (a) Revolving Loans (as defined in the Prepetition Credit Agreement) and (b) Cash Management Obligations (as defined in the Prepetition Credit Agreement), including all obligations, liabilities and indebtedness of Borrower and Guarantors arising under or related to the Purchase Card Program (as hereinafter defined), plus interest, fees, and costs (including any attorneys’, accountants’, appraisers’, and financial advisors’ fees and expenses, in each case, that are chargeable or reimbursable under the Prepetition Loan Documents), costs, charges, indemnities, and other obligations incurred in connection therewith (whether arising before or after the Petition Date) as provided in the Prepetition Loan Documents (collectively, the “***Prepetition Obligations***”), all of which Prepetition Obligations are unconditionally owing by Borrower and

Guarantors to Prepetition Lender, without offset, defense or counterclaim of any kind, nature or description whatsoever.

(iv) *Validity of Prepetition Obligations.* The Prepetition Obligations constitute legal, valid, binding, and non-avoidable obligations of the Borrower and Guarantors enforceable in accordance with the Prepetition Loan Documents and no portion of the Prepetition Obligations or any payment made to the Administrative Agent or the other Secured Parties or applied to or paid on account of the obligations owing under the Prepetition Loan Documents prior to the Petition Date is subject to any contest, attack, rejection, recovery, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim (as such term is used in the Bankruptcy Code), cause of action (including any claims or avoidance actions under Chapter 5 of the Bankruptcy Code), choses in action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law.

(v) *Validity, Perfection and Priority of Prepetition Liens.* As of the Petition Date, pursuant to and in connection with the Prepetition Loan Documents, the Borrower and Guarantors granted to the Administrative Agent, for the benefit of itself and the other Secured Parties, a security interest in and continuing lien on (the “***Prepetition Liens***”) substantially all of their assets and property, (a) a valid, binding, properly perfected, enforceable, first priority security interest in and continuing lien on the collateral (which, for the avoidance of doubt, includes cash collateral) and all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (collectively, the “***Prepetition Collateral***”), which Prepetition Liens are not subject to avoidance, recharacterization, subordination (whether equitable, contractual, or otherwise), recovery, attack, disgorgement, effect, rejection, reduction, disallowance, impairment, counterclaim, offset, crossclaim, defense or Claim under the

Bankruptcy Code or applicable non-bankruptcy law, subject and subordinate only, to the extent applicable, the Prepetition Floorplan Liens pursuant to the Floorplan Intercreditor Agreements and certain other liens permitted by the Prepetition Loan Documents, solely to the extent any such permitted liens were valid, binding, enforceable, properly perfected, non-avoidable and senior in priority to the Prepetition Liens as of the Petition Date (the “***Prepetition Permitted Senior Liens***”). Included, without limitation, within the definition of Prepetition Permitted Senior Liens are the liens granted in favor of the following Floorplan Lenders (as hereinafter defined in subsection (vii)) in each case solely to the extent any such liens were valid, binding, enforceable, properly perfected, non-avoidable and senior in priority to the Prepetition Liens of Administrative Agent as of the Petition Date and subject to the Floorplan Intercreditor Agreements (as hereinafter defined in subsection (vii)) by and between each Floorplan Lender and Administrative Agent.

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

(vii) *Prepetition Floorplan Financing.* Prior to the Petition Date, Borrower and Guarantors entered into certain floorplan financing arrangements with certain floorplan lenders including CNH Industrial Capital America, LLC (“***CNH Capital***”), U.S. Bank National Association, Deutsche Leasing USA, Inc., VFS US LLC/VFS Leasing Co., BOKF, NA DBA Bank of Texas, De Lage Landen Financial Services, Inc. and BMO Harris Bank N.A./Bank of the West (each individually a “***Floorplan Lender***” and collectively, the “***Floorplan Lenders***”) pursuant to which the Floorplan Lenders provided financing or credit terms to Borrower and Guarantors (each

individually, a “**Floorplan Financing Facility**” and collectively, the “**Floorplan Financing Facilities**”) to finance the purchase by Borrower and/or Guarantors of Inventory and Equipment to be held by Borrower and Guarantors for the sale or lease to customers secured by a lien on such Inventory and Equipment in favor of such Floorplan Lender (the “**Prepetition Floorplan Liens**”). Prepetition Lender permitted the Borrower and Guarantors to enter into or continue to exist, certain of the Floorplan Financing Facilities with the Floorplan Lenders pursuant to the Prepetition Credit Agreement and to grant a lien in favor of certain Floorplan Lenders on such Prepetition Floorplan Collateral, subject to the terms and conditions of an intercreditor, a subordination agreement, and/or applicable law, as applicable (the “**Floorplan Intercreditor Agreements**”).

(viii) *No Control.* None of the Administrative Agent or the other Secured Parties control (or have in the past controlled) the Borrower, the Guarantors or their properties or operations, have authority to determine the manner in which the Borrower’s or any Guarantor’s operations are conducted or are control persons or insiders of the Borrower or the Guarantors in each case by virtue of any actions taken with respect to, in connection with, related to or arising from the Prepetition Loan Documents

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

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

(xi) *Proof of Claim.* The acknowledgment by the Borrower and the Guarantors of the Prepetition Obligations and the liens, rights, priorities and protections granted to or in favor of the Prepetition Lender in respect of the Prepetition Collateral as set forth herein and in the Prepetition Loan Documents shall be deemed a timely filed proof of claim on behalf of the Prepetition Lender in each of these Chapter 11 Cases.

(xii) *Release.* Effective as of the date of entry of this Interim Order, but subject to the Challenge Period in paragraph 4.1, each of the Borrower and Guarantors and the Debtors' estates hereby absolutely, unconditionally and irrevocably release and forever discharge and acquit the Prepetition Lender and its Representatives in such capacity (as defined herein) (collectively, the "***Released Parties***"), from any and all obligations and liabilities to the Borrower and Guarantors and Resources (and their successors and assigns) and from any and all claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action arising prior to the Petition Date of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract or tort or under any state or federal law or otherwise (collectively, the "***Released Claims***"), in each case arising out of or related to (as applicable) the Prepetition Loan Documents, the obligations owing and the financial obligations made thereunder, the negotiation thereof and of the transactions and agreements reflected thereby, and the obligations and financial obligations made thereunder, in each case that the Borrower and Guarantors or Resources at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter can or may have against any of the Released Parties for or by reason of any act,

omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this Interim Order.

I. Funds deposited into the M&T Accounts, together with all Proceeds and products of the Prepetition Collateral and the Postpetition Collateral (as hereinafter defined), constitute “*Cash Collateral*” within the meaning of the Bankruptcy Code Section 363(a), other than funds which are Customer Proceeds from the sale or lease of Inventory or Equipment which at the time of sale are subject to a Floorplan Financing Facility of a Floorplan Lender in accordance with the Prepetition Intercreditor Agreement and this Interim Order.

J. Findings Regarding Postpetition Financing and Use of Cash Collateral.

(i) *Request for Postpetition Financing and Use of Cash Collateral.* The Debtors seek authority to (a) enter into the DIP Loan Documents on the terms described in the Motion, this Interim Order, and in the DIP Loan Documents, and (b) use Cash Collateral on the terms described in this Interim Order to administer these Chapter 11 Cases and fund their operations in accordance with the DIP Budget (as defined herein) and the DIP Loan Documents.

(ii) *Need for Postpetition Financing and Use of Cash Collateral.* The Debtors do not have sufficient available sources of working capital, including Cash Collateral, to operate their businesses in the ordinary course of business and fund these Chapter 11 Cases without access to the financing provided under the DIP Credit Agreement as requested in the Motion and the authority to use Cash Collateral pursuant to the terms of this Interim Order. The Debtors’ ability to maintain business relationships with their vendors, suppliers and customers, to pay their employees, and to otherwise fund their operations and these Chapter 11 Cases is essential to the Debtors’ continued viability as the Debtors seek to maximize the value of the assets of the Estates for the benefit of all creditors of the Debtors. The ability of the Debtors to obtain sufficient working

capital and liquidity through the proposed post-petition financing arrangements with the DIP Lender as set forth in this Interim Order, the DIP Credit Agreement, and other DIP Loan Documents, as applicable, is vital to the preservation and maintenance of the going concern value of each Debtor. Immediate and irreparable harm will result to the Debtors and their Estates if immediate financing is not obtained and permission to use Cash Collateral is not granted. The extensions of credit under the DIP Credit Facility are fair and reasonable, and the Debtors' entry into the DIP Credit Facility reflects the sound exercise of the Debtors' business judgment and is supported by reasonably equivalent value and fair consideration. Accordingly, the Debtors have an immediate need to obtain the post-petition financing in order to, among other things, permit the orderly continuation of the operation of their businesses, minimize the disruption of their business operations, and preserve and maximize the value of the assets of the Debtors' bankruptcy Estates.

(iii) *Consent.* Absent an order of this Court and the provisions of adequate protection set forth herein, consent by the Prepetition Lender is required for the Debtors' use of Cash Collateral and other Prepetition Collateral. The Prepetition Lender has consented to the Debtors' use of Cash Collateral and the other Prepetition Collateral, and the Debtors' entry into the DIP Credit Facility in accordance with and subject to the terms and conditions of this Interim Order and the DIP Credit Agreement.

(iv) *No Credit Available on More Favorable Terms.* The DIP Facility is the best source of debtor in possession financing available to the Debtors. Given their current financial condition, financing arrangements, and capital structure, and the circumstances of these Chapter 11 Cases, the Debtors are unable to procure financing in the form of unsecured credit allowable as an administrative expense under sections 364(a), 364(b), or 503(b)(1) of the Bankruptcy Code or in exchange for the grant of a superpriority administrative expense, junior liens on encumbered

property of the Estates, or liens on property of the Estates not subject to a lien pursuant to sections 364(c)(1), 364(c)(2) or 364(c)(3) of the Bankruptcy Code. The Debtors have been unable to procure the necessary financing on terms more favorable, taken as a whole, than the financing offered by the DIP Lender pursuant to the DIP Loan Documents.

(v) *DIP Budget.* The Debtors have prepared and delivered to DIP Lender a 13-week budget (the “***DIP Budget***”), a copy of which is attached to this Interim Order as **Exhibit C**. Such DIP Budget has been thoroughly reviewed by the Debtors and their management and sets forth, among other things, the projected cash receipts and disbursements of the Debtors for the periods covered thereby. The Debtors represent that the DIP Budget is achievable, in accordance with the terms of the DIP Loan Documents and this Interim Order, and will allow the Debtors to operate during these Chapter 11 Cases. The DIP Lender is relying upon the Debtors’ agreement to comply with the DIP Budget, subject to permitted variances as provided for in the DIP Credit Agreement. Other than as expressly set forth in this Interim Order, the consent of the DIP Lender to the DIP Budget shall not be construed as consent to the use of any cash after the occurrence of an Event of Default (as defined in the applicable DIP Loan Documents), regardless of whether the aggregate funds shown on the DIP Budget have been expended.

(vi) *Application of Proceeds of DIP Collateral; Integrated Transaction.* As a condition to entry into the DIP Loan Documents, the extension of credit under the DIP Credit Facility, and the authorization to use Cash Collateral, the Debtors and the DIP Lender have agreed that the proceeds of Collateral, including without limitation, all cash received at the closing of any sale(s) of all or substantially all of the Debtors’ assets, shall be applied in accordance with Section 1.5 of this Interim Order. The extension of the DIP Credit Facility and the repayment of the Prepetition Obligations are part of an integrated transaction.

(vii) *Business Judgment and Good Faith Pursuant to Section 364(e)*. Based on the Motion and the record presented to the Court at the Interim Hearing, (a) the terms of the DIP Credit Agreement and the other DIP Loan Documents and this Interim Order, including the fees, expenses, and other charges paid and to be paid thereunder and in connection thereunder, (b) the adequate protection authorized by the Interim Order and DIP Loan Documents, and (c) the terms on which the Debtors may continue to use the Collateral (including Cash Collateral), in each case pursuant to this Interim Order and the DIP Loan Documents, are fair, just and reasonable under the circumstances, are ordinary and appropriate for secured financing to debtors in possession, reflect the Debtors' exercise of their business judgment consistent with their fiduciary duties, are supported by reasonably equivalent value and fair consideration, and represent the best financing and terms available under the circumstances. The terms and conditions of the use of Cash Collateral, the DIP Credit Agreement and the other DIP Loan Documents and this Interim Order have been negotiated in good faith and at arm's-length by and among the Debtors and DIP Lender with all parties being represented by counsel. Any credit extended under the terms of this Interim Order shall be deemed to have been extended in good faith by the DIP Lender, as that term is used in section 364(e) of the Bankruptcy Code.

(viii) *Good Cause*. Good cause has been shown for immediate entry of this Interim Order, and the entry of this Interim Order is in the best interests of the Debtors, their creditors, and their Estates. Immediate entry of this Interim Order will, among other things, provide the Debtors with the necessary liquidity to (1) minimize disruption to the Debtors' businesses, employees, and on-going operations, (2) preserve and maximize the value of the Debtors' Estates for the benefit of all the Debtors' creditors, and (3) avoid immediate and irreparable harm to the Debtors, their creditors, their businesses, their employees, and their assets.

(ix) *Immediate Entry*. Sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(c)(2). No party appearing in the Chapter 11 Cases has filed or made an objection to the relief sought in the Motion or the entry of this Interim Order, or any objections that were made (to the extent such objections have not been withdrawn, waived, resolved, or settled) are hereby overruled.

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

IT IS HEREBY ORDERED that:

Section 1. Authorization and Conditions to Financing.

1.1 Motion Granted. The Motion is GRANTED on an interim basis in accordance with Bankruptcy Rule 4001(c)(2) to the extent provided in this Interim Order. Any objection to the entry of this Interim Order that has not been withdrawn, waived, resolved or settled, is hereby denied and overruled on the merits.

1.2 Authorization to Borrow and Use Loan Proceeds. The Debtors are hereby authorized and empowered on an interim basis to immediately borrow and obtain (a) Supplemental DIP Line Advances up to the principal amount of \$1,300,000; provided, however, that, if the Court shall have entered a Sale Order, in form and substance acceptable to Administrative Agent, approving the sale of all or substantially all the assets of the GTMA Business, the Supplemental DIP Line Advances shall be increased to \$2,700,000, and (b) other revolving Advances up to the principal amount of \$12,851,000, including, without limitation, the amount advanced since the Petition Date, for a total principal amount of up to \$15,551,000, (in each case plus applicable interest, premiums, fees (including attorneys' fees and legal expenses), costs, expenses, charges and other amounts payable hereunder and under the DIP Loan Documents) all pursuant to the

terms and conditions of this Interim Order, the DIP Credit Agreement, the other DIP Loan Documents during the period commencing on the date of this Interim Order through and including the date that is the earlier of (a) twenty (20) days following the entry of this Interim Order unless an extension is consented to by Administrative Agent and (b) the date of the Final Hearing as set forth in Section 6 of this Interim Order (the “*Interim Financing Period*”), as may be made available to Debtors by DIP Lender in accordance with the DIP Budget and the terms and conditions set forth in the DIP Credit Agreement, the other DIP Loan Documents and this Interim Order. Subject to the terms and conditions contained in this Interim Order and the DIP Loan Documents, the Debtors shall use the proceeds of the Revolving Loans and other credit and financial accommodations provided by DIP Lender under the DIP Credit Agreement and the other DIP Loan Documents solely for payment of expenses or as set forth in the DIP Budget and for amounts owing to DIP Lender in accordance with the terms and conditions of the DIP Loan Documents and this Interim Order.

1.3 Financing Documents.

(a) Authorization. The Debtors are hereby authorized to enter into, execute, deliver, perform, and comply with all of the terms, conditions and covenants of the DIP Credit Agreement and the other DIP Loan Documents, pursuant to which, subject to Section 4.1 below, *inter alia*, each Debtor ratifies, reaffirms, extends, assumes, adopts, amends, and restates the Prepetition Credit Agreement and the other Prepetition Loan Documents to which it is a party, and the Prepetition Obligations, which include, without limitation, all Prepetition (i) Advances under the Revolver, (ii) Advances under the Swing Line, and (iii) all other financial accommodations provided to Debtors by the Lenders, pursuant to the Prepetition Loan Documents (each term as defined in the Prepetition Loan Documents), will, as funds, have been deemed to

have been repaid and reborrowed since the Petition Date, and are borrowed and repaid, subject to Section 4.1, be gradually rolled into, and deemed for all purposes a part of, the DIP Obligations and shall be deemed to have been incurred under the DIP Credit Agreement. Upon execution and delivery of the DIP Credit Agreement and the other DIP Loan Documents, such agreements and documents shall constitute valid and binding obligations of the Debtors, enforceable against each Debtor in accordance with the terms of such agreements, documents and this Interim Order. Except as provided herein (including Section 4.1), no obligation, payment, transfer or grant of security under the DIP Credit Agreement, the other DIP Loan Documents or this Interim Order shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable state, federal or foreign law (including, without limitation, under chapter 5 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or foreign law) or be subject to any defense, reduction, setoff, counterclaim, recoupment, offset, recharacterization, subordination (whether equitable, contractual or otherwise), cross-claims or any other challenge under the Bankruptcy Code or any applicable law, rule or regulation by any person or entity.

(b) Approval; Evidence of Borrowing Arrangements. All terms, conditions and covenants set forth in the DIP Loan Documents (including, without limitation, the DIP Credit Agreement) are approved. All such terms, conditions and covenants shall be sufficient and conclusive evidence of (a) the borrowing arrangements by and among the Debtors and DIP Lender, and (b) each Debtor's agreement to all of the terms, conditions, and covenants of the DIP Credit Agreement and the other DIP Loan Documents for all purposes, including, without limitation, to the extent applicable, the payment of all DIP Obligations arising thereunder, including, without limitation, all principal, interest, fees and other expenses, including, without

limitation, all of DIP Lender's consultant fees, professional fees, attorney fees and legal expenses, as more fully set forth in the DIP Loan Documents and Section 5.12 of this Interim Order.

(c) Amendment. Subject to the terms and conditions of the DIP Credit Agreement and the other DIP Loan Documents, Debtors and DIP Lender may amend, modify, supplement or waive any provision of the DIP Loan Documents (a "***DIP Loan Amendment***") without further approval or order of the Court, so long as (a) such DIP Loan Amendment is not material (for purposes hereof, a "material" DIP Loan Amendment shall mean any DIP Loan Amendment that operates to increase the interest rate other than as currently provided in the DIP Loan Documents, increase the Supplemental DIP Loan Limit (as defined in the DIP Credit Agreement), increase or add an additional early termination fee, prepayment or repayment premium, add specific new events of default or enlarge the nature and extent of default remedies available to DIP Lender following an event of default) and is undertaken in good faith by the DIP Lender and the Debtors (each, a "***Material DIP Loan Amendment***"); (b) the Debtors provide prior written notice of the DIP Loan Amendment (the "***DIP Loan Amendment Notice***") to (i) the U.S. Trustee, (ii) counsel to each Floorplan Lender, and (iii) counsel to the Committee; (c) the Debtors file the DIP Loan Amendment Notice with the Court; and (d) no objection to the DIP Loan Amendment is filed with the Court within five (5) business days from the date the DIP Loan Amendment Notice is filed with the Court in accordance with this Section. Any Material DIP Loan Amendment to the DIP Loan Documents must be approved by the Court to be effective.

1.4 Payment of Prepetition Debt. The Debtors are authorized to repay all Prepetition Obligations in accordance with the Prepetition Credit Agreement, the DIP Credit Agreement, the other DIP Loan Documents and this Interim Order, including, without limitation, Sections 1.5 and 1.6 of this Interim Order.

1.5 Application of Payments and Collateral Proceeds; Roll-Up.

(a) The Debtors are authorized to make all payments and transfers of Estate property to the Prepetition Lender and DIP Lender as provided for, permitted and/or required under the Prepetition Credit Agreement, DIP Credit Agreement and the other DIP Loan Documents, and any such payments and transfers shall not be avoidable or recoverable from the Prepetition Lender or DIP Lender under sections 547, 548, 550, 553 or any other section of the Bankruptcy Code, or by reason of any other claim, charge, assessment, or other liability, whether by application of the Bankruptcy Code, other law or otherwise. All proceeds of the Collateral, including without limitation, all cash proceeds generated from the sale of Collateral, received by Prepetition Lender or DIP Lender, and any other amounts or payments received from any Debtor by Prepetition Lender or DIP Lender in respect of the DIP Obligations, may be applied or deemed to be applied as and when received by the Prepetition Lender and DIP-Lender, first to the repayment in full of the Prepetition Obligations, and then to the repayment of the remaining DIP Obligations, all in accordance with the Prepetition Credit Agreement, DIP Credit Agreement, the other DIP Loan Documents, and this Interim Order; provided that, for the avoidance of doubt, the repayment of any Prepetition Obligations pursuant to this Section 1.5(a) shall, in all respects be subject to Section 4.1(b) and this Court's authority to fashion an appropriate remedy in the event of a successful Challenge.

(b) Upon entry of this Interim Order and subject to Section 4.1(b), all Prepetition Obligations, including, without limitation, all Prepetition Obligations arising in respect of Advances under the Revolver, Advances under the Swing Line, and other Obligations (each as defined in the Prepetition Credit Agreement) together with all accrued and unpaid interest, fees, costs, and other changes accrued and accruing thereon, in an amount equal to the amount of

collections received by Debtors from the Petition Date through the date of a closing of the sale of assets, shall be substituted and exchanged automatically for (and repaid by) the DIP Loans (as defined in the DIP Credit Agreement) extended under and pursuant to the DIP Credit Facility without any further action by the Debtors, the Court or any other party, and shall constitute and be deemed to be Obligations (as defined in the DIP Credit Agreement) under the DIP Credit Facility as of such date.

(c) Without limiting the generality of Sections 1.5(a) and 1.5(b), the Debtors are authorized without further order of this Court to pay or reimburse the DIP Lender for all costs and expenses, including, without limitation, all professional fees, consultant fees and legal fees and expenses paid or incurred by the DIP Lender in connection with the financing transactions as provided in this Interim Order and the DIP Loan Documents, all of which shall be and are included as part of the principal amount of the Obligations and secured by the Collateral (as defined herein); provided that any such legal fees shall be paid only in accordance with the procedures set forth in Section 5.12 of this Interim Order.

1.6 Continuation of Prepetition Procedures. Except to the extent expressly set forth in the DIP Loan Documents, all pre-petition practices and procedures for the payment and collection of proceeds of the Collateral, the turnover of cash, the delivery of property to the Prepetition Lender, and any lockbox or blocked depository bank account arrangements, are hereby approved, ratified and shall continue without interruption after the commencement of the Chapter 11 Cases and are further approved and deemed applicable for the payment and collection of proceeds of the Collateral, the turnover of cash, and the delivery of property to the DIP Lender.

Section 2. Post-Petition Lien; Superpriority Administrative Claim Status.

2.1 Postpetition Lien.

(a) Postpetition Lien Granting. To secure the prompt payment and performance of any and all Obligations (as defined in the DIP Credit Agreement) of the Debtors to the DIP Lender of whatever kind, nature or description, absolute or contingent, now existing or hereafter arising, DIP Lender shall have and is hereby granted, effective as of the Petition Date, valid and perfected first-priority security interests and liens, superior to all other liens, claims or security interests that any creditor of any of the Debtors' Estates may have (but subject and subordinate to the Carve-Out (as defined below) and the Permitted Liens), in and upon all of the Collateral (as defined in the DIP Credit Agreement), including, without limitation, any proceeds (but not the causes of action) recovered as a result of transfers or obligations avoided or actions maintained or taken pursuant to sections 542, 544, 545, 547, 548, 549, 550, 551, 553(b) or 724(a) of the Bankruptcy Code ("***Avoidance Action Proceeds***" and referred to herein collectively, as the "***Collateral***"; provided however, the Collateral shall not include (i) any of the Debtors' unexpired real property leases to the extent that such unexpired leases prohibit the non-consensual grant of security interests or liens in such unexpired leases (in which case, the Collateral shall include the proceeds of such unexpired leases) and (ii) any Avoidance Action Proceeds, after repayment in full of the DIP Obligations, shall be subject to first, reasonable marshalling by the Administrative Agent against other sources of recovery, and second to Avoidance Action Proceeds. In accordance with Sections 552(b) and 361 of the Bankruptcy Code, the value, if any, in any of the Collateral, in excess of the amount of DIP Obligations secured by such Collateral after satisfaction of the DIP Obligations of Debtors to DIP Lender, shall (subject to the Permitted Liens and Claims) constitute additional security for the repayment of the Prepetition Obligations and adequate protection for the use by Debtors, and the Diminution in Value (as defined herein), of the Collateral existing on the Petition Date.

(b) Lien Priority in Collateral. The liens and security interests of DIP Lender granted under the DIP Loan Documents and this Interim Order in the Collateral securing all Obligations shall be first and senior in priority to all other interests and liens of every kind, nature and description, whether created consensually, by an order of the Court or otherwise, including, without limitation, liens or interests granted in favor of third parties in conjunction with sections 363, 364 or any other section of the Bankruptcy Code or other applicable law; provided, however, that DIP Lender's liens on and security interests in the Collateral shall be subject and subordinate only to (a) the Carve-Out, and (b) Permitted Liens.

(c) Right of Repayment. The right to repayment of DIP Lender granted under the DIP Loan Documents and this Interim Order from the sale or other disposition of the Collateral or any proceeds thereof shall be first and senior in priority to all other rights of repayment of every kind, nature and description, subject and subordinate only to (a) the Carve-Out (as defined herein), and (b) Prepetition Permitted Senior Liens.

(d) Postpetition Lien Perfection. This Interim Order shall be sufficient and conclusive notice and evidence of the priority, perfection and validity of the post-petition liens and security interests granted herein, effective as of the Petition Date, without any further act and without regard to any other federal, state or local requirements or law requiring notice, filing, registration, recording, control or possession of the Collateral, or other act to validate or perfect such security interest or lien, including without limitation, control agreements with any financial institution(s) party to a Control Agreement with respect to any Deposit Account or Securities Account (each as defined in the DIP Credit Agreement) held by such financial institution(s) or other depository account consisting of a “**Perfection Act**”. Notwithstanding the foregoing, if DIP Lender, shall, in its sole discretion, elect for any reason to file, record or otherwise effectuate any

Perfection Act, then DIP Lender is authorized to perform such act, and the Debtors are authorized to perform such act to the extent necessary or required by DIP Lender, which act or acts shall be deemed to have been accomplished as of the Petition Date, and in such event, the subject filing or recording office is authorized to accept, file or record any document in regard to such act in accordance with applicable law. DIP Lender may choose to file, record or present a certified copy of this Interim Order in the same manner as a Perfection Act, which shall be tantamount to a Perfection Act, and, in such event, the subject filing or recording office is authorized to accept, file or record such certified copy of this Interim Order in accordance with applicable law. Should DIP Lender so choose and attempt to file, record or perform a Perfection Act, no defect or failure in connection with such attempt shall in any way limit, waive or alter the validity, enforceability, attachment, or perfection of the post-petition liens and security interests granted herein by virtue of the entry of this Interim Order.

(e) Nullifying Prepetition Restrictions to Postpetition Financing.

Notwithstanding anything to the contrary contained in any pre-petition agreement, contract, lease, document, note or instrument to which any Debtor is a party or under which any Debtor is obligated, except as otherwise permitted under the DIP Loan Documents, any provision that restricts, limits or impairs in any way any Debtor from granting DIP Lender security interests in or liens upon any of the Debtors' assets or properties (including, among other things, any anti-lien granting or anti-assignment clauses in any leases or other contractual arrangements to which any Debtor is a party) under the DIP Loan Documents or this Interim Order, as applicable, or otherwise entering into and complying with all of the terms, conditions and provisions hereof or of the DIP Loan Documents, shall not (a) be effective and/or enforceable against any such Debtor(s) or DIP Lender, as applicable, or (b) adversely affect the validity, priority or enforceability of the liens,

security interests, claims, rights, priorities and/or protections granted to DIP Lender pursuant to this Interim Order or the DIP Loan Documents, in each case, to the maximum extent permitted under the Bankruptcy Code and other applicable law that would not render any unexpired lease or executory contract non-assumable or non-assignable pursuant to section 365 of the Bankruptcy Code.

2.2 Superpriority Administrative Expenses.

(a) DIP Loans. For all DIP Obligations (including, without limitation, subject to Section 4.1, the Prepetition Obligations rolled into the DIP Obligations in accordance with the terms hereof) now existing or hereafter arising pursuant to this Interim Order, the DIP Loan Documents or otherwise, DIP Lender is granted an allowed superpriority administrative claim pursuant to section 364(c)(1) of the Bankruptcy Code, having priority in right of payment over any and all other obligations, liabilities and indebtedness of Debtors (other than the Carve-Out), whether now in existence or hereafter incurred by Debtors, and over any and all administrative expenses or priority claims of the kind specified in, or ordered pursuant to, inter alia, sections 105, 326, 328, 330, 331, 364(c)(1), 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1113 or 1114 of the Bankruptcy Code (other than the Carve-Out), which allowed superpriority administrative claim shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof; provided that, Administrative Agent's and the other Secured Parties' Super-Priority Claims with respect to Avoidance Proceeds shall be subject to first, reasonable marshalling by the Administrative Agent against other sources of recovery, and second, to Avoidance Proceeds (the "***DIP Loan Superpriority Claim***").

2.3 Carve-Out.

(a) As used in this Interim Order, the "***Carve-Out***" means the sum of:

(i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under 28 U.S.C § 1930(a);

(ii) all reasonable fees and expenses up to \$25,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (the fees and expenses set forth in Sections 2.3(a)(i) and (ii) are defined as the “***Carve-Out Expenses***”);

(iii) subject to the terms and conditions of this Interim Order, Allowed Professional Fees (as defined below) incurred during the period commencing on the Petition Date and ending on the Trigger Date (as defined below) (the “***Pre-Trigger Date Period***”) by attorneys, accountants and other professionals⁵ retained by the Debtors and the Committee under Section 327 or 1103(a) of the Bankruptcy Code (collectively, the “***Professionals***”), *provided* that the aggregate amount of such Allowed Professional Fees included in the Carve-Out pursuant to this clause (iii) shall not exceed the line item amounts for the “Debtors Professional Reserve” and the “UCC Professionals Reserve” as set forth in the DIP Budget covering the Pre-Trigger Date Period, less the sum of all Allowed Professional Fees incurred during the Pre-Trigger Date Period and paid at any time and less the amount of any retainers either held by and/ or applied since the Petition Date (the “Pre-Trigger Date Professional Fee Carve-Out”); and

(iv) subject to the terms and conditions contained in this Interim Order, Allowed Professional Fees incurred by Professionals incurred beginning on the first business day after the Trigger Date in an aggregate amount not to exceed \$100,000 (the “***Post-Trigger Date Professional Fee Carve-Out***”; and together with the Pre-Trigger Date Professional Fee Carve-Out, collectively, the “***Professional Fee Carve-Out***”). For the avoidance of doubt and

⁵ Notwithstanding anything to the contrary herein, the fees and expenses of Debtors’ investment banker, TM Capital, a division of Janney Montgomery Scott, LLC (“***TM Capital***”), are excluded from the Carve-Out and shall be included in the Case Expenses (defined herein).

notwithstanding anything to the contrary in this Interim Order or the DIP Loan Documents: (x) the Carve-Out shall be senior to all liens and claims securing the DIP Obligations, the Replacement Liens, the DIP Loan Superpriority Claim, the Superpriority Claim, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition Obligations; and (y) nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation described herein, and nothing herein shall be construed to limit the ability of Professionals from obtaining payment of allowed fees and expenses from property of the Estates.

(b) For purposes of this Interim Order, (a) the term “***Allowed Professional Fees***” shall mean the unpaid and outstanding fees and expenses of Professionals (i) actually incurred on or after the Petition Date, and (ii) allowed and payable at any time by any order of the Court pursuant to sections 326, 328, 330 or 331 of the Bankruptcy Code (but excluding any transaction, restructuring, completion, success or similar fees); and (b) the term “***Trigger Date***” shall mean the date upon which DIP Lender provides written notice to the Debtors, the Committee, and the U.S. Trustee following the occurrence and during the continuation of an Event of Default, acceleration of the DIP Obligations, and election to fund the Post-Trigger Date Professional Fee Carve-Out. In the event that the Trigger Date occurs prior to the end of any week set forth in the DIP Budget, then for purposes of calculating the portion of the Pre-Trigger Date Professional Fee Carve-Out available for such week, the amount of the “professional fee” line item in the DIP Budget for such week shall be multiplied by a fraction, the numerator of which shall be the number of days in such week prior to the Trigger Date, and the denominator of which shall be 7.

For the avoidance of doubt, (i) so long as a Carve-Out Trigger Notice has not been issued, the Debtors shall be permitted to pay fees to estate professionals and reimburse expenses incurred by estate professionals that are allowed Court order and payable under sections 328, 330 and 331 of the Bankruptcy Code including any administrative order concerning payment of interim fees and expenses as the same may be due and payable to the extent set forth in the DIP Budget and in accordance with the DIP Credit Agreement and this Interim Order; and (ii) nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation described herein.

(c) Excluded Professional Fees. Notwithstanding anything to the contrary in this Interim Order, neither the Carve-Out nor the proceeds of Collateral or any DIP Loans, Letters of Credit or any other credit or financial accommodations provided under or in connection with the DIP Loan Documents shall be used to pay any Allowed Professional Fees or any other fees or expenses incurred by any party, including any Debtor, any Committee, or any Professional in connection with any of the following:

(i) an assertion or joinder in any claim, counter-claim, action, proceeding, application, motion, objection, defense or other contested matter seeking any order, judgment, determination or similar relief: (A) challenging the legality, validity, priority, perfection, or enforceability of (1) the Prepetition Obligations or Prepetition Lenders' liens on and security interests in the Prepetition Collateral or (2) the Obligations or DIP Lender's liens on and security interests in the Collateral; (B) invalidating, setting aside, avoiding or subordinating, in whole or in part, (1) the Prepetition Obligations or Prepetition Lenders' liens on and security interests in the Prepetition Collateral or (2) the Obligations or DIP Lender's liens on and security interests in the Collateral; or (3) preventing, hindering or delaying DIP Lender's assertion or

enforcement of any lien, claim, right or security interest or realization upon any Collateral in accordance with the terms and conditions of the DIP Credit Agreement, the DIP Loan Documents, and this Interim Order;

(ii) a request to use Cash Collateral (as such term is defined in section 363 of the Bankruptcy Code), without the prior written consent of DIP Lender in accordance with the terms and conditions of this Interim Order;

(iii) a request, without the prior written consent of the DIP Lender, for authorization to obtain debtor in possession financing or other financial accommodations pursuant to sections 364(c) or (d) of the Bankruptcy Code that does not provide for the Payment in Full of all the Prepetition Obligations and the Obligations on terms and conditions acceptable to the DIP Lender (other than as specifically provided herein) on the date any such financing or financial accommodation is approved by this Court;

(iv) the commencement or prosecution of any action or proceeding of any claims, causes of action or defenses against DIP Lender or any of its respective officers, directors, employees, agents, attorneys, affiliates, predecessors, successors or assigns, including, without limitation, any attempt to recover or avoid any claim or interest from DIP Lender under chapter 5 of the Bankruptcy Code;

(v) the cost of investigation into any claims against Prepetition Lender arising under or in connection with the Prepetition Loan Documents in excess of \$25,000;

(vi) seeking relief under the Bankruptcy Code, including, without limitation, in each case under Section 105 of the Bankruptcy Code, to the extent such relief would restrict or impair the rights and remedies of any secured party as set forth in this Interim Order, the DIP Loan Documents, or the Final Order; or

(vii) any act which has or could directly, materially and adversely modify or compromise the rights and remedies of DIP Lender under this Interim Order, or which directly results in the occurrence of an Event of Default under any DIP Loan Documents, or this Interim Order.

(d) Carve-Out Reserve. DIP Lender at its discretion, may at any time and in any increment, establish a reserve (the “**Reserve**”) against the amount of DIP Loans or other credit accommodations, as applicable, that would otherwise be made available to Debtors pursuant to the DIP Budget in respect of the Carve-Out set forth in Section 2.3; provided, that the DIP Lender shall not establish or maintain a reserve in respect of Carve-Out that have been funded into the Professional Fee Escrow Account (as defined below).

(e) Funding the Professional Fee Carve-Out. Prior to the Trigger Date and subject to the terms and conditions contained in this Interim Order, the Debtors shall be authorized to utilize a portion of the DIP Loans and Cash Collateral made available to the Debtors in accordance with the DIP Budget and terms and conditions of the DIP Loan Documents and this Interim Order to fund the amounts of the Professional Fees set forth in the line items of the DIP Budget entitled “the “Debtors Professional Reserve” and the “UCC Professionals Reserve” through the week of any such funding into an escrow account that shall be used exclusively to hold such Professional Fee Carve-Out deposits and pay Allowed Professional Fees subject to the terms of this Interim Order (such escrow account, the “**Professional Fee Escrow Account**”). DIP Lender shall not be responsible to ensure that Debtors make such deposits into the Professional Fee Escrow Account. The Debtors shall not be permitted to deposit any funds into the Professional Fee Escrow Account in excess of the aggregate amount set forth in the line item of the DIP Budget under the

category of “the “Debtors Professional Reserve” and the “UCC Professionals Reserve” through the week in which such deposit is made.

(f) Payment of Allowed Professional Fees on or After the Trigger Date.

Upon the earlier of (i) the Trigger Date and (ii) the closing of the sale or sales of substantially all of the Debtors’ assets and properties in accordance with the terms of the DIP Loan Documents (such date, the “***Pre-Trigger Professional Fee Carve-Out Determination Date***”), the Debtors shall not be permitted to fund or deposit any more funds into the Professional Fee Escrow Account, unless otherwise agreed by the DIP Lender. Within five (5) business days immediately following the Pre-Trigger Professional Fee Carve-Out Determination Date, each Professional shall deliver one statement (the “***Final Statement***”) setting forth the actual fees and expenses incurred by such Professional during the Pre-Trigger Date Period. To the extent that the amount in the Professional Fee Escrow Account exceeds the sum of (a) the total of the Final Statements delivered by each Professional plus (b) the Post-Trigger Date Professional Fee Carve-Out, the excess amount shall be returned in equal portions to DIP Lender. Within five (5) Business Days following the closing of the sale or sales of substantially all of the Debtors’ assets, each Professional shall deliver one statement setting forth the actual fees and expenses incurred by such Professional during the period from the Petition Date to the last such sale closing (the “***Sale Closing Fee Statement***”). To the extent that the amount in the Professional Fee Escrow Account exceeds the Sale Closing Fee Statement on a Professional by Professional basis the Sale Closing Fee Statement for such Professional (or, to the extent aggregated among several Professionals in the DIP Budget, the aggregate Sale Closing Fee Statements for such aggregated Professionals), the excess amount shall be returned in equal portions to DIP Lender. The funds in the Professional Fee Escrow Account shall be held by the Debtors in trust to pay the Allowed Professional Fees subject to, and in

accordance with, the terms and conditions contained in this Interim Order. The DIP Lender shall retain a lien, junior and subordinate only to the Professional Fee Carve-Out, on the Professional Fee Escrow Account and the funds deposited therein, and shall be entitled to any remaining funds after payment of the Professional Fee Carve-Out. DIP Agent shall have no obligations to fund or otherwise arrange for the funding of any Allowed Professional Fees other than as set forth in this Interim Order. For the avoidance of doubt, DIP Lender may at any time after the occurrence of an Event of Default and/or in connection with Payment in Full of the DIP Loans, deposit funds in an amount equal to (i) the unfunded amount of the Pre-Trigger Date Professional Fee Carve-Out, plus (ii) the Post-Trigger Date Professional Fee Carve-Out into the Professional Fee Escrow Account plus the amount of any Carve-Out Expenses that are due as of such time, at which time DIP Lender shall be automatically released and forever discharged from any obligations in connection with the Carve-Out and the liens, claims and rights to payment of the DIP Lender shall cease to be subordinate to the Carve-Out. No funds in the Professional Fee Escrow Account shall be used for any purpose other than for the payment of Allowed Professional Fees to the extent provided in this Interim Order, and the amount of such funds so used shall nevertheless permanently reduce the amount of the Carve Out on a dollar for dollar basis. The Professional Fee Escrow Account shall be free and clear of all claims, liens, and encumbrances other than the Professionals' first priority interest in the Professional Fee Escrow Account and the Bank's subordinate residual interest, to the extent the Professional Fee Escrow Account is overfunded.

2.4 Payment of Carve-Out Expenses.

(a) Prior to the Trigger Date, the Debtors shall be permitted to pay Allowed Professional Fees up to the amounts set forth in the DIP Budget and subject to the terms and conditions contained in this Interim Order. Any such amounts paid prior to the Trigger Date

shall permanently reduce the Pre-Trigger Date Professional Fee Carve-Out on a dollar-for-dollar basis.

(b) Any payment or reimbursement made either directly by the DIP Lender at any time, or by or on behalf of the Debtors on or after the Trigger Date in respect of any Allowed Professional Fees prior to or after the Trigger Date shall permanently reduce the Professional Fee Carve-Out on a dollar-for-dollar basis. Any funding by DIP Lender of the Professional Fee Carve-Out or any other Carve-Out Expenses shall be added to and made a part of the DIP Obligations, secured by the Collateral, and entitle DIP Lender to all of the rights, claims, liens, priorities and protections under this Interim Order, the applicable DIP Loan Documents, the Bankruptcy Code or applicable law. Payment of Professional Fee Carve-Out or any other Carve-Out Expenses, whether by or on behalf of DIP Lender, shall not and shall not be deemed to reduce the DIP Obligations, and shall not and shall not be deemed to subordinate DIP Lender's liens and security interests in the Collateral or their Superpriority Claim to any junior pre- or post-petition lien, interest or claim in favor of any other party.

(c) The DIP Lender shall not, under any circumstance, be responsible for the direct payment or reimbursement of any fees or disbursements of any Professionals incurred in connection with the Chapter 11 Cases under any chapter of the Bankruptcy Code, and nothing in Sections 2.3 or 2.4 of this Interim Order shall be construed to obligate DIP Lender in any way, to pay compensation to or to reimburse expenses directly to any Professional, or to ensure that the Debtors have sufficient funds to pay such compensation or reimbursement in an aggregate amount that exceeds the Loan Commitment.

(d) [Allocation of Sale Proceeds; Remaining Professional Fees and Closing Costs].⁶ In consideration of the Debtors running a sales process and effectuating the sale of Prepetition Collateral and Floor Plan Lender Prepetition Collateral, which process remains subject to the consent by the Administrative Agent in accordance with the terms of the DIP Loan Documents, each of the Prepetition Lenders and the Floor Plan Lenders agree to carve-out from the proceeds of sale and to allocate the costs of the Chapter 11 Cases as follows:

- (i) The actual amount of Supplemental DIP Line Advances advanced by DIP Lender and the “Trailing + Closing Costs” referenced on the DIP Budget actually incurred by Debtors, but not in amounts that exceed the amounts listed on the DIP Budget, shall be calculated and added together (collectively, the “*Case Expenses*”).
- (ii) The Case Expenses shall be withheld from the proceeds from the Sale payable to each Prepetition Lender from the sale of its respective interest in the Collateral and each Prepetition Floorplan Lenders’ respective interest in the Prepetition Floorplan collateral. The Case Expenses shall be shared on a 50% - 50% basis by and between the Prepetition Lenders and the Prepetition Floorplan Lenders. The 50% share of the Case Expenses allocated to the Prepetition Floorplan Lenders shall be further allocated by and among the Prepetition Floorplan Lenders on a pro rata basis, calculated on each Prepetition Floorplan Lenders’ pro rata share of the total amount of obligations due the Floorplan Lenders on the

⁶ This provision has not been agreed to and remains subject to further negotiations.

Petition Date. To the extent any Floorplan Lender is in possession of credits, or is due interest, rent proceeds or curtailment, such amount shall reduce the principal amount of the obligations due such Floorplan Lender in the event the successful purchaser of the Debtors' assets agrees to assume the obligations due such Floorplan Lender in connection with the purchase of the assets.

- (iii) Each Floorplan Lender that participates in paying its pro rata share of the Case Expenses shall receive a waiver of the Debtors' rights pursuant to section 506(c) to surcharge such Floorplan Lenders' interests in the Prepetition Floorplan Lender collateral. In the event any Prepetition Floor Pan Lender elects not to participate, the Debtors expressly reserve their rights to surcharge and seek to recover such Prepetition Floorplan Lender's interest in its respective Floorplan Lender collateral for its pro rata share of the Case Expenses.]

2.5 Limited Use of Cash Collateral; Adequate Protection.

(a) Authorization to Use Cash Collateral. Subject to the terms and conditions of this Interim Order, the DIP Credit Agreement, the DIP Loan Documents, and in accordance with the DIP Budget, Debtors shall be and are hereby authorized to use Cash Collateral for the period commencing on the date of this Interim Order and terminating upon the earlier of (i) the date that is the final day of the [Interim Financing Period]; and (ii) the date on which the DIP Lender delivers an Enforcement Notice (as defined below) to counsel for the Debtors, counsel for the Committee, and the U.S. Trustee, subject to the liens and security interests granted to the DIP

Lender. Nothing in this Interim Order shall authorize the disposition of any assets of the Debtors or their Estates outside the ordinary course of business, or any Debtors' use of Cash Collateral or other proceeds resulting therefrom, except as expressly permitted in this Interim Order, the DIP Loan Documents and in accordance with the DIP Budget.

(b) Adequate Protection for the Prepetition Lender. Pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, in consideration of the stipulations and consents set forth herein, as adequate protection of its interests in the Prepetition Collateral (including Cash Collateral), as applicable, to the extent of, and in any amount equal to, any "decrease in the value" (as that phrase is used in section 361 of the Bankruptcy Code) of such interests (a "***Diminution in Value***"), resulting from, among other things, the Debtors' use of such Collateral (including Cash Collateral), the imposition of the automatic stay and the subordination to the Carve-Out on a dollar-for-dollar basis, the Prepetition Lender is hereby granted the following (collectively, the "***Prepetition Lender Adequate Protection Obligations***"):

i. Prepetition Lender Adequate Protection Liens. As security for any Diminution in Value, additional and replacement, valid, binding, enforceable, non-avoidable, and effective and automatically perfected postpetition security interests in and liens on all Collateral (the "***Prepetition Lender Adequate Protection Liens***"), which Prepetition Lender Adequate Protection Liens shall be junior and subordinate only to (A) the Carve-Out, (B) the Prepetition Permitted Senior Liens, and (C) DIP Lender's liens on the Collateral to secure the Obligations, and shall otherwise be senior to all other security interests in, liens on, or claims against any of the Collateral.

ii. Prepetition Lender Adequate Protection Superpriority Claims. As adequate protection for any Diminution in Value, the Prepetition Lender is hereby

granted as and to the extent provided by section 507(b) of the Bankruptcy Code, and solely to the extent of any Diminution in Value, an allowed superpriority administrative expense claim in each of the Chapter 11 Cases and any successor bankruptcy cases (the “***Prepetition Lender Superpriority Claim***”). The Prepetition Lender Superpriority Claim shall be junior only to (A) the Carve-Out and (B) the DIP Loan Superpriority Claim, and shall otherwise have priority over all administrative expense claims, including administrative expenses of the kinds specified in or ordered pursuant to sections 503(b) and 507(b) of the Bankruptcy Code, and unsecured claims against Debtors and their Estates now existing or hereafter arising, of any kind or nature whatsoever.

iii. Fees and Expenses. As further adequate protection, the Debtors are authorized to pay, without further Court order, documented legal fees and expenses, whether incurred before or after the Petition Date, of counsel to the Prepetition Lender (in its capacity under the Prepetition Loan Documents), *provided*, that (a) the Debtors, the U.S. Trustee, and the Committee shall have ten (10) days from receipt of invoices to review the summary legal invoices of such counsel, and (b) in the event the Debtors, the U.S. Trustee, or Committee files with this Court an objection to any such legal invoice within ten (10) days of its receipt thereof, the undisputed portion of such legal invoice shall be paid without further order of the Court whereas the portion of such legal invoice subject to such objection shall not be paid until resolution of such objection or entry of an order by this Court, and (c) in the event neither the Debtors, U.S. Trustee nor the Committee shall file with this Court an objection to any such legal invoice within ten (10) days of its receipt thereof, such legal invoice shall be paid without further order of the Court and shall not be subject to any further review, challenge or disgorgement.

(c) Information Rights. The Debtors shall promptly provide the DIP

Lender with all required financial reporting and other periodic reporting that is required to be provided to the DIP Lender under the DIP Loan Documents.

(d) Floor Plan Financing Facilities and Adequate Protection for Floorplan Lenders. Subject to the terms and conditions of this Interim Order, including, without limitation, the provisions and limitations contained in paragraph 4.1 hereof (including the Challenge Period, as defined therein), the DIP Credit Agreement, the DIP Loan Documents, and in accordance with the DIP Budget, Debtors shall continue to direct all customers and other account debtors to remit any Proceeds to the M&T Accounts during the Chapter 11 Cases. Debtors shall be authorized to disburse from the M&T Accounts to each Floorplan Lender the amount of Proceeds received from the sale of Inventory or Equipment subject to the liens the Floorplan Financing Facility of such Floorplan Lender in accordance with the ordinary course prepetition practices of Borrower and Guarantors under the terms of the Floorplan Financing Facilities and the Floorplan Intercreditor Agreements.

(i) Debtors shall furnish to Administrative Agent and the Floorplan Lenders each week, a written report, in form and substance acceptable to Administrative Agent, setting forth the amount of sales or leases of Equipment and Inventory and the amount of Proceeds collected by Borrower and Guarantors for each Floorplan Lender under such Floorplan Lender's Floorplan Facility (the "***Floorplan Lender Payment Report***"); provided that the Floorplan Lender Payment Report delivered to each of the Floorplan Lenders shall be limited to sale information related to such Floorplan Lender's collateral and include copies of any bills of sale or retail installment sales agreements.

(ii) Pursuant to sections 361 and 363(e) of the Bankruptcy Code, in consideration for the continued, as adequate protection of their interests in their respective

collateral (including cash collateral) (the “**Floorplan Lender Prepetition Collateral**”), each Floor Plan Lender, in each case solely to the extent their interests in and liens on their respective Floorplan Lender Prepetition Collateral, and solely to the extent such liens were valid, binding, enforceable, properly perfected, non-avoidable and senior in priority to the Prepetition Liens of Administrative Agent as of the Petition Date, and subject to the Floorplan Intercreditor Agreements, are hereby granted the following (collectively, the “**Floorplan Lender Adequate Protection Obligations**”):

(iii) Prepetition Lender Adequate Protection Liens. As security for any Diminution in Value, additional and replacement, valid, binding, enforceable, non-avoidable, and effective and automatically perfected postpetition security interests in and liens on their respective Floorplan Lender Prepetition Collateral (the “**Floorplan Lender Adequate Protection Lien**”), which Floorplan Lender Adequate Protection Lien shall be junior and subordinate only to (A) the Carve-Out, (B) DIP Lender’s liens on the Collateral to secure the Obligations, and (C) solely with respect to the Collateral, the Prepetition Lender Adequate Protection Liens, and shall otherwise be senior to all other security interests in, liens on, or claims against any of the Floorplan Lender Prepetition Collateral.

(iv) Prepetition Lender Adequate Protection Superpriority Claims. As adequate protection for any Diminution in Value, each Floor Plan Lender is hereby granted as and to the extent provided by section 507(b) of the Bankruptcy Code, and solely to the extent of any Diminution in Value (the “**Floorplan Lender Superpriority Claim**”), an allowed superpriority administrative expense claim in each of the Chapter 11 Cases and any successor bankruptcy cases senior to any and all other administrative expense claims in such cases, but junior

to (A) the Carve-Out, (B) the DIP Loan Superpriority Claim, and (C) the Prepetition Lender Superpriority Claim.

Section 3. Default; Rights and Remedies; Relief from Stay.

3.1 Events of Default. Unless waived by the DIP Lender in writing in accordance with the terms of the DIP Credit Agreement or the DIP Loan Documents, the occurrence of any of the following events shall constitute an “*Event of Default*” under this Interim Order: (a) any Debtor’s failure to perform, in any material (as determined by the DIP Lender in its sole discretion) respect, any of its obligations under this Interim Order; or (b) an “Event of Default” under the DIP Credit Agreement or any of the other DIP Loan Documents.

3.2 Rights and Remedies upon Event of Default. Upon the DIP Lender’s service of a notice of occurrence of and during the continuance of an Event of Default, (a) the Debtors shall be bound by all restrictions, prohibitions and other terms as provided in this Interim Order, the DIP Credit Agreement and the other DIP Loan Documents, and (b) the DIP Lender shall be entitled to take any act or exercise any right or remedy (subject to Section 3.4 below) as provided in this Interim Order or any DIP Loan Document, as applicable, including, without limitation, declaring all Obligations then outstanding immediately due and payable, accelerating the Obligations, ceasing to extend DIP Loans on behalf of any Debtor, setting off any Obligations with Collateral or proceeds in DIP Lender’s possession, and enforcing any and all rights with respect to the Collateral. Except as expressly set forth in Section 2.5, DIP Lender shall have no obligation to lend or advance any additional funds to or on behalf of Debtors, or provide any other financial accommodations to Debtors, immediately upon or after the occurrence of an Event of Default or upon the occurrence of any act, event, or condition that, with the giving of notice or the passage of time, or both, would constitute an Event of Default.

3.3 Expiration of Loan Commitment. Upon the earlier of (a) the expiration of Debtors' authority to borrow and obtain other financial accommodations from DIP Lender pursuant to the terms of this Interim Order and the DIP Loan Documents (except if such authority shall be extended with the prior written consent of DIP Lender, which consent shall not be implied or construed from any action, inaction or acquiescence by DIP Lender), and (b) the delivery by the DIP Lender of an Enforcement Notice upon the occurrence of an Event of Default declaring that the Obligations shall immediately become due and payable, in either case DIP Lender shall have no obligation whatsoever to make or extend any loans, advances, provide any financial or credit accommodations to Debtors or permit the use of Cash Collateral.

3.4 Modification of Automatic Stay. The automatic stay provisions of section 362 of the Bankruptcy Code and any other restrictions imposed by an order of the Court or applicable law are hereby modified without further notice, application or order of the Court to the extent necessary to permit the DIP Lender to perform, immediately upon entry of this Interim Order and at any time thereafter, any act authorized or permitted under or by virtue of this Interim Order or the DIP Loan Documents, as applicable, including, without limitation, (a) to implement the post-petition financing arrangements authorized by this Interim Order and pursuant to the terms of the DIP Loan Documents, (b) to take any act to create, validate, evidence, attach or perfect any lien, security interest, right or claim in the Collateral, and (c) to assess, charge, collect, advance, deduct and receive payments with respect to the Prepetition Obligations or the Obligations, as applicable, including, without limitation, all interest, fees, costs and expenses permitted under the DIP Loan Documents (subject to Section 5.12 of this Interim Order) and apply such payments to the Prepetition Obligations or Obligations pursuant to the DIP Loan Documents and this Interim Order, as applicable. Without limiting the foregoing, upon the occurrence of an Event of Default

and the DIP Lender providing five (5) days (the “***Default Notice Period***”) prior written notice (the “***Enforcement Notice***”) to (i) counsel for the Debtors, (ii) counsel for the Committee, and (iii) the U.S. Trustee, the DIP Lender shall be entitled without further notice, application or order of the Court to take any action and exercise all other rights and remedies provided to it by this Interim Order, the DIP Loan Documents or applicable law that DIP Lender may deem appropriate in its sole discretion to proceed against and realize upon the Collateral or any other assets or properties of Debtors’ Estates upon which the DIP Lender has been or may hereafter be granted liens or security interests to obtain the indefeasible repayment in full of all Obligations. Notwithstanding anything to the contrary, any action that DIP Lender is otherwise permitted to take pursuant to this Interim Order to (i) terminate the commitments under the DIP Loan Documents, accelerate the DIP Loans, (iii) send blocking notices or activation notices pursuant to the terms of any Blocked Account Agreement, and (iv) repay any amounts owing in respect of the Obligations (including, without limitation, fees, indemnities and expense reimbursements), in each case, shall not require any advance notice to the Debtors. During the Default Notice Period, the Debtors, the U.S. Trustee, and the Committee shall be entitled to seek an emergency hearing, and the DIP Lender shall consent to such emergency hearing within the Default Notice Period; *provided* that if a request for such hearing is made prior to the end of the Default Notice Period, then the Notice Period shall be continued until the Court hears and rules with respect thereto. During the Default Notice Period, the Debtors shall continue to have the right to use Cash Collateral in accordance with the terms of this Interim Order, solely to pay necessary expenses set forth in the DIP Budget which have been approved by the DIP Lender (except as otherwise specifically provided in Section 2.3 and Section 2.4 of this Interim Order), and the DIP Lender shall have the rights set forth in this paragraph, without the necessity of seeking relief from the automatic stay.

Section 4. Representations; Covenants; and Waivers.

4.1 Effect of Stipulations on Third Parties.

(a) Subject to Section 4.1(b) hereof, each stipulation, admission, and agreement contained in this Interim Order including, without limitation, the Stipulations, shall be binding upon the Debtors, their Estates and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors) under all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined herein) as of the date of the Petition Date.

(b) Nothing in this Interim Order shall prejudice the rights of any Committee or any other party in interest, if granted standing by the Court, to seek, solely in accordance with the provisions of this Section 4.1, to assert claims against the Prepetition Lender on behalf of the Debtors or the Debtors' creditors or to otherwise challenge the Stipulations, including, but not limited to those in relation to (i) the validity, extent, priority, or perfection of the security interests, and liens of the Prepetition Lender, (ii) the validity, allowance, priority, or amount of the Prepetition Obligations, or (iii) any liability of the Prepetition Lender with respect to anything arising from the Prepetition Loan Documents. Notwithstanding the immediately preceding sentence, any Committee or any other party in interest must, after obtaining standing approved by the Court, commence a contested matter or adversary proceeding raising such claim, objection, or challenge, including, without limitation, any claim or cause of action against the Prepetition Lender (each, a "**Challenge**") no later than the date that is the earlier of (A) sixty (60) calendar days after the appointment of the Committee, or (ii) the date that is five (5) business days prior to the hearing on the Sale (as hereinafter defined) of one or more sales of substantially all of the Debtors' assets (collectively, the "**Challenge Period**"), provided however, with respect to any

chapter 11 trustee appointed in the Chapter 11 Cases, or any chapter 7 trustee appointed in any successor case (each, a “**Successor Case**”), prior to the expiration of the Challenge Period, the Challenge Period for such trustee shall be extended to a date that is no later than fourteen (14) days after the appointment of such trustee. The Challenge Period, including the Challenge Period for such trustee, may only be extended with the written consent of the Prepetition Lender or by order of this Court, prior to the expiration of such Challenge Period. Only those parties in interest who commence a Challenge within the Challenge Period may prosecute such Challenge. As to (x) any parties in interest, including any Committee, who fail to file a Challenge within the Challenge Period, or if any such Challenge is filed and overruled or otherwise finally resolved or adjudicated in favor of the Prepetition Lender or (y) any and all matters that are not expressly the subject of a timely Challenge: (1) any and all such Challenges by any party (including, without limitation, any Committee, any chapter 11 trustee, any examiner or any other estate representative appointed in the Debtors’ Chapter 11 Cases, or any chapter 7 trustee, any examiner or any other estate representative appointed in any Successor Case), shall be deemed to be forever waived and barred, (2) all of the findings, Stipulations, waivers, releases, affirmations, and other stipulations shall be of full force and effect and forever binding upon the Debtors’ bankruptcy estates and all creditors, interest holders, and other parties in interest in the Chapter 11 Cases and any Successor Cases, and (3) any and all claims or causes of action against the Prepetition Lender shall be released by the Debtors’ estates, all creditors, interest holders, and other parties in interest in the Chapter 11 Cases and any Successor Cases.

(c) Notwithstanding anything herein to the contrary, the filing of a motion by the Committee seeking standing with respect to a Challenge (the “**Standing Motion**”), that attaches a complaint setting forth such challenge (the “**Challenge Complaint**”) and that is filed

before the expiration of the Challenge Period shall toll the Challenge Period in respect of such Challenge, solely as to the matters that are expressly challenged in the Challenge Complaint, until three (3) Business Days after the Court's ruling on such Standing Motion with respect to such challenge. Nothing herein shall limit the Committee's or any other party in interest's ability to (x) file a motion in respect of any timely Challenge for which it cannot obtain standing as a matter of law because the Debtor is a limited liability company (an "***LLC Challenge Motion***"), and (y) seek pursuant to such LLC Challenge Motion a mechanism by which to prosecute such Challenge. Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including any Committee, standing or authority to pursue any cause of action belonging to the Debtors or their Estates, including, without limitation, any Challenge.

4.2 Debtors' Waivers. At all times during the Chapter 11 Cases, and whether or not an Event of Default has occurred, the Debtors irrevocably waive any right that they may have to seek further authority (a) to use Cash Collateral of DIP Lender or Prepetition Lender under section 363 of the Bankruptcy Code, (b) to obtain post-petition loans or other financial accommodations pursuant to section 364(c) or 364(d) of the Bankruptcy Code that does not provide for the indefeasible repayment in full of all Prepetition Obligations and Obligations in cash at the time any such post-petition loans or financial accommodations are provided, extended or otherwise made available to Debtors, (c) to challenge, contest or otherwise seek to impair or object to the validity, extent, enforceability or priority of DIP Lender's post-petition liens and claims, (d) to challenge the application of any payments authorized by this Interim Order as pursuant to section 506(b) of the Bankruptcy Code, or to assert that the value of the Prepetition Collateral is less than the Prepetition Obligations, (e) to propose, support or have a plan of reorganization or liquidation that does not provide for the indefeasible payment in cash in full and

satisfaction of all Obligations on the effective date of such plan in accordance with the terms and conditions set forth in the DIP Credit Agreement, except as otherwise agreed by the Prepetition Lender and the DIP Lender, (f) to surcharge the Collateral pursuant to section 506(c) of the Bankruptcy Code, or (g) to seek relief under the Bankruptcy Code, including without limitation, under section 105 of the Bankruptcy Code, to the extent any such relief would in any way restrict or impair the rights and remedies of DIP Lender as provided in this Interim Order and the DIP Loan Documents or DIP Lender's exercise of such rights or remedies (other than to object to the exercise of the rights and remedies within the Default Notice Period on the grounds set forth in Section 3.4 of this Interim Order); provided, however, that DIP Lender may otherwise consent in writing, but no such consent shall be implied from any other action, inaction, or acquiescence by DIP Lender; provided further, however, that nothing herein shall prohibit the Debtors from obtaining post-petition loans or other financial accommodations pursuant to section 364(c) or 364(d) of the Bankruptcy Code if the proceeds of such financing are used to indefeasibly pay (i) all Prepetition Obligations and the Prepetition Obligations are satisfied in full in accordance with the terms of the Prepetition Credit Agreement and the other Prepetition Loan Documents, and (ii) all Obligations are satisfied in full in accordance with the terms of the DIP Credit Agreement and the other DIP Loan Documents.

4.3 Section 506(c) Claims. No costs or expenses of administration which have or may be incurred in the Chapter 11 Cases shall be charged against DIP Lender or Prepetition Lender, or their respective claims or the Collateral pursuant to section 506(c) of the Bankruptcy Code without the prior written consent of such Lender, and no such consent shall be implied from any other action, inaction or acquiescence by DIP Lender or Prepetition Lender.

4.4 Collateral Rights. Until all Obligations shall have been indefeasibly paid and satisfied in full in accordance with the terms of the DIP Credit Agreement and the other DIP Loan Documents:

(a) it shall be an Event of Default if the Debtors seek, or if any party other than DIP Lender obtains an order which seeks to foreclose or otherwise enforce any junior lien or claim in Collateral; and

(b) subject to a Final Order, upon and after the declaration of the occurrence of an Event of Default, and subject to the expiration of the Default Notice Period, in connection with a liquidation of any of the Collateral or the DIP Lender's exercise of remedies in respect of the Collateral, DIP Lender (or any of its employees, agents, consultants, contractors or other professionals) shall have the right, at the sole cost and expense of the Debtors, to: (i) enter upon, occupy and use any real or personal property, fixtures, equipment, leasehold interests or warehouse arrangements owned or leased by Debtors, and (ii) use any and all trademarks, trade names, copyrights, licenses, patents or any other similar assets of Debtors, which are owned by or subject to a lien of any third party and which are used by Debtors in their businesses. DIP Lender will be responsible for the payment of any applicable fees, rentals, royalties or other amounts due such lessor, licensor or owner of such property for the period of time that DIP Lender actually uses the equipment or the intellectual property (but in no event for any accrued and unpaid fees, rentals or other amounts due for any period prior to the date that DIP Lender actually occupies or uses such assets or properties or for any fees, rentals or other amounts that may become due following the end of DIP Lender's occupation or use).

4.5 Releases. Subject to Section 4.1 above, each Debtor, on behalf of itself and its successors and assigns (collectively, the "**Releasors**"), shall, forever release, discharge and

acquit Prepetition Lender and each of its respective, successors and assigns, present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees and other representatives in their respective capacities as such (collectively, the “*Prepetition Releasees*”) of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, of every kind, nature and description other than fraud or willful misconduct, including, without limitation, any so-called “lender liability” claims or defenses, that Releasors had, have or hereafter can or may have against Prepetition Releasees, or any of them, as of the date hereof, in respect of events that occurred on or prior to the date hereof with respect to the Debtors, the Prepetition Obligations, the Prepetition Loan Documents and any Advances under the Revolver, Advances under the Swing Line, or other financial accommodations made by any Prepetition Releasee to any Debtor. In addition, notwithstanding anything to the contrary set forth herein, upon the repayment of all Obligations (as defined in the DIP Credit Agreement) owed to the DIP Lender by Debtors and termination of the rights and obligations arising under the DIP Loan Documents (which payment and termination shall be on terms and conditions acceptable to the DIP Lender), the DIP Lender shall be released from any and all obligations, liabilities, actions, duties, responsibilities and causes of action arising or occurring, on or prior to the date of such repayment and termination, in connection with or related to the Debtors, DIP Loan Documents, this Interim Order or the Final Order (including without limitation any obligation or responsibility whether direct or indirect, absolute or contingent, due or not due, primary or secondary, liquidated or unliquidated to pay or otherwise fund the Carve-Out and/or the Professional Fee Carve-Out).

Section 5. Other Rights and Postpetition Obligations.

5.1 No Modification or Stay of This Interim Order. Notwithstanding (a) any stay, modification, amendment, supplement, vacating, revocation or reversal of this Interim Order, the DIP Loan Documents or any term hereunder or thereunder, (b) the failure to obtain a Final Order pursuant to Bankruptcy Rule 4001(c)(2), or (c) the dismissal or conversion of one or more of the Chapter 11 Cases (each, a “**Subject Event**”), (x) the acts taken by the DIP Lender in accordance with this Interim Order, and (y) the Obligations incurred or arising prior to DIP Lender’s actual receipt of written notice from Debtors expressly describing the occurrence of such Subject Event shall, in each instance, be governed in all respects by the original provisions of this Interim Order, and the acts taken by DIP Lender in accordance with this Interim Order, and the liens granted to DIP Lender in the Collateral, and all other rights, remedies, privileges, and benefits in favor of DIP Lender pursuant to this Interim Order and the DIP Loan Documents shall remain valid and in full force and effect pursuant to section 364(e) of the Bankruptcy Code. For purposes of this Interim Order, the term “appeal”, as used in section 364(e) of the Bankruptcy Code, shall be construed to mean any proceeding for reconsideration, amending, rehearing, or re-evaluating this Interim Order by this Court or any other tribunal.

5.2 Power to Waive Rights; Duties to Third Parties. DIP Lender shall have the right to waive any of the terms, rights and remedies provided or acknowledged in this Interim Order that are in favor of DIP Lender (the “**DIP Lender Rights**”) and shall have no obligation or duty to any other party with respect to the exercise or enforcement, or failure to exercise or enforce, any DIP Lender Right(s). Any waiver by DIP Lender of any DIP Lender Rights shall not be or constitute a continuing waiver unless expressly specified in writing by the DIP Lender. Any delay in or failure to exercise or enforce any DIP Lender Right shall neither constitute a waiver of such

DIP Lender Right, subject DIP Lender to any liability to any other party, nor cause or enable any party other than the Debtors to rely upon or in any way seek to assert as a defense to any obligation owed by the Debtors to DIP Lender.

5.3 Disposition of Collateral. It shall be an Event of Default for the Debtors to seek or obtain such an order, which seeks to sell, transfer, lease, encumber or otherwise dispose of any portion of the Collateral outside the ordinary course, other than pursuant to the terms of the DIP Loan Documents or Court order, without the prior written consent of DIP Lender (and no such consent shall be implied, from any other action, inaction or acquiescence by the DIP Lender). All cash proceeds generated from the sale of the Collateral shall be paid to the DIP Lender in accordance with the DIP Credit Agreement upon the closing of such sale for permanent application to the Obligations owing by Debtors to the Prepetition Lender and the DIP Lender, as applicable in accordance with the terms and conditions of (a) this Interim Order and (b) the DIP Credit Agreement and other DIP Loan Documents until such time as all such Obligations are Paid in Full.

5.4 Inventory. It shall be an Event of Default for the Debtors to seek or obtain such an order, without the consent of the DIP Lender, to (a) enter into any agreement to return any inventory to any of their creditors for application against any pre-petition indebtedness under any applicable provision of section 546 of the Bankruptcy Code, or (b) consent to any creditor taking any setoff against any of its pre-petition indebtedness based upon any such return pursuant to section 553(b)(1) of the Bankruptcy Code or otherwise.

5.5 Reservation of Rights. The terms, conditions and provisions of this Interim Order are in addition to and without prejudice to the rights of DIP Lender to pursue any and all rights and remedies under the Bankruptcy Code, the DIP Loan Documents or any other applicable agreement or law, including, without limitation, rights to seek adequate protection and/or

additional or different adequate protection, to seek relief from the automatic stay, to seek an injunction, to oppose any request for use of cash collateral or granting of any interest in the Collateral, as applicable, or priority in favor of any other party, to object to any sale of assets, and to object to applications for allowance and/or payment of compensation of Professionals or other parties seeking compensation or reimbursement from the Estates.

5.6 Binding Effect.

(a) The provisions of this Interim Order and the DIP Loan Documents, the Obligations, the Superpriority Claim, the DIP Loan Superpriority Claim and any and all rights, remedies, privileges and benefits in favor of the DIP Lender provided or acknowledged in this Interim Order, and any actions taken pursuant thereto, shall be effective immediately upon entry of this Interim Order notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h) and 7062, shall continue in full force and effect, and shall survive entry of any such other order, including without limitation any order which may be entered confirming any plan of reorganization, converting one or more of the Chapter 11 Cases to any other chapter under the Bankruptcy Code, or dismissing one or more of the Chapter 11 Cases.

(b) Any order dismissing one or more of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or otherwise shall be deemed to provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (a) the DIP Loan Superpriority Claim and DIP Lender's liens on and security interests in the Collateral and all other claims, liens, adequate protections and other rights granted pursuant to the terms of this Interim Order shall continue in full force and effect notwithstanding such dismissal until the Obligations are indefeasibly paid and satisfied in full, and (b) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing all such claims, liens, protections and rights.

(c) In the event this Court modifies any of the provisions of this Interim Order or the DIP Loan Documents following a Final Hearing, such modifications shall not affect the rights or priorities of DIP Lender or its interests in the Collateral authorized by or otherwise set forth in this Interim Order with respect to the Collateral or any portion of the Obligations arising or incurred by the Debtors prior to such modification, and this Interim Order shall otherwise remain in full force and effect to such extent.

(d) This Interim Order shall be binding upon Debtors, all parties in interest in the Chapter 11 Cases and their respective successors and assigns, including any trustee or other fiduciary appointed in the Chapter 11 Cases or any subsequently converted bankruptcy case(s) of any Debtor. This Interim Order shall also inure to the benefit of Debtors and DIP Lender and each of their respective successors and assigns.

5.7 Restrictions on Cash Collateral Use, Additional Financing, Plan Treatment.

All post-petition advances and other financial accommodations under the DIP Credit Agreement and the other DIP Loan Documents are made in reliance on this Interim Order and it shall be an Event of Default if the Debtors seek, or any party obtains, entry of an order in the Chapter 11 Cases, or in any subsequently converted case under chapter 7 of the Bankruptcy Code, any order (other than the Final Order) which (i) authorizes the use of cash collateral of Debtors in which DIP Lender has an interest, or the sale, lease, or other disposition of property of any Debtor's Estate in which DIP Lender has a lien or security interest, except as expressly permitted hereunder or in the DIP Loan Documents, or (ii) authorizes under section 364 of the Bankruptcy Code the obtaining of credit or the incurring of indebtedness secured by a lien or security interest which is equal or senior to a lien or security interest in property in which DIP Lender holds a lien or security interest, or which is entitled to priority administrative claim status which is equal or superior to that granted

to DIP Lender herein; unless, in each instance (x) DIP Lender shall have given its express prior written consent with respect thereto, no such consent being implied from any other action, inaction or acquiescence by DIP Lender, or (y) such other order requires that all Obligations shall first be indefeasibly paid and satisfied in full in accordance with the terms of the DIP Credit Agreement and the other DIP Loan Documents (other than unmatured indemnity obligations for which claims have not been asserted by the DIP Lender), including, without limitation, all debts and obligations of Debtors to DIP Lender which arise or result from the obligations, loans, security interests and liens authorized herein, on terms and conditions acceptable to DIP Lender. The security interests and liens granted to or for the benefit of DIP Lender hereunder and the rights of DIP Lender pursuant to this Interim Order and the DIP Loan Documents with respect to the Obligations, Collateral, and claims against the DIP Loan Parties are cumulative and shall not be altered, modified, extended, impaired, or affected by any plan of reorganization or liquidation of Debtors and shall continue after confirmation and consummation of any such plan unless (i) all Obligations indefeasibly paid in full prior to such time, or (ii) DIP Lender expressly consents in writing to different treatment.

5.8 No Owner/Operator Liability. Subject to the entry of the Final Order granting such relief, by virtue of the terms of this Interim Order DIP Lender 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 (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq., as amended, or any similar federal or state statute).

5.9 Marshalling. In no event shall DIP Lender be subject to the equitable

doctrine of “marshalling” or any similar doctrine with respect to the Collateral. DIP Lender shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and, the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Lender with respect to proceeds, products, offspring or profits of any of the Collateral, as applicable.

5.10 Right of Setoff. To the extent any funds were on deposit with Prepetition Lender as of the Petition Date, including, without limitation, all funds deposited in, or credited to, an account of any Debtor with Prepetition Lender immediately prior to the filing of the Chapter 11 Cases (regardless of whether, as of the Petition Date, such funds had been collected or made available for withdrawal by any such Debtor), such funds (the “***Deposited Funds***”) are subject to rights of setoff. By virtue of such setoff rights, the Deposited Funds are subject to a lien in favor of Prepetition Lender pursuant to sections 506(a) and 553 of the Bankruptcy Code.

5.11 Right to Credit Bid. The DIP Lender shall have the right, subject to section 363(k) of the Bankruptcy Code, to “credit bid” the amount of its claims that are Obligations and secured by liens arising under the terms of the DIP Loan Documents, during any sale of all or substantially all of the Debtors’ assets, including without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any restructuring plan subject to confirmation under section 1129(b)(2)(A)(ii)-(iii) of the Bankruptcy Code.

5.12 Payment and Review of Lender Fees and Expenses. Each Debtor shall pay all fees, that may be reasonably required or necessary for the Debtors’ performance of their obligations under the DIP Credit Agreement, including, without limitation, the non-refundable payment to the (i) Prepetition Lender of the documented fees and expenses set forth in the Prepetition Loan Documents, including, without limitation, all fees, costs, disbursements and

expenses of Otterbourg P.C., as legal counsel, Munsch Hardt Kopf & Harr, P.C., as local counsel, and BRG, as financial advisor, and (ii) DIP Lender of the documented fees and expenses set forth in the DIP Loan Documents including, without limitation the fees, costs, disbursements and expenses of Otterbourg P.C., as legal counsel, Munsch Hardt Kopf & Harr, P.C., as local counsel, and BRG, as financial advisor, in each case whether incurred before or after the Petition Date; provided, that Debtors shall pay all such documented fees and expenses within ten (10) business days of delivery of a statement or invoice for such documented fees and expenses (it being understood that such statements or invoices shall not be required to be maintained in accordance with the U.S. Trustee Guidelines, nor shall any such counsel or other professional be required to file any interim or final fee applications with the Court or otherwise seek Court's approval of any such payments) to the Debtors, the U.S. Trustee and the Committee, unless, within such ten (10) business day period, the Debtors, the U.S. Trustee, or the Committee serves a written objection upon the requesting party detailing the specific fees or expenses to which such party objects along with an explanation for the basis of such objection, in which case, the Debtors shall immediately pay only such amounts that are not the subject of any objection and only pay the balance of such statements or invoices at such time and in such amount as subsequently agreed to by the requesting party and any objecting party or as otherwise ordered by the Court to be paid.

5.13 Cash Management. The Debtors shall maintain their cash management arrangements in a manner consistent with the *Final Order Authorizing (a) the Maintenance of the Cash Management System; (b) Maintenance of the Existing Bank Accounts; (c) Continued Use of Existing Business Forms; and (d) Granting Related Relief* [Docket No. 201] ("**Cash Management Order**") approving the Debtors' cash management motion.

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

(a) M&T is authorized to make advances from time to time to the Debtors not to exceed \$350,000 in the aggregate under the Purchase Card Program. The Debtors are authorized to pay or reimburse M&T for any fees, charges, refunds, chargebacks, reserves and other amounts due and owing from the Debtors to M&T, whether such obligations are incurred before or after the Petition Date, and M&T is authorized to receive or obtain payments for such obligations, as provided under, and in the manner set forth in, the Purchase Card Agreement. The indebtedness owed by Debtors to M&T in respect of the Purchase Card Agreement constitute Cash Management Obligations owed to M&T and are secured by all of the Prepetition Collateral, including a security interest and lien in the bank or deposit account maintained with M&T under the Purchase Card Program (the “*Purchase Card Account*”). The security interest and lien in favor of M&T in the Purchase Card Account is a first priority lien and shall not be primed by any lien granted to any post-petition lender or other person without the prior written consent of M&T. Debtors hereby grant to M&T a first priority lien and security interest in the Purchase Card Account pursuant to Bankruptcy Code section 364(d)(1).

(b) The automatic stay imposed by section 362(a) of the Bankruptcy Code is

hereby modified, without application to or further order of this Court, to permit:

(i) the ongoing administration of the Purchase Card Program under the Purchase Card Agreement (including the preparation, negotiation and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto); and (ii) M&T to implement and exercise all rights and remedies provided for in the Purchase Card Agreement including, but not limited to, debiting any account of Debtor maintained with M&T under the Purchase Card Program upon termination of the Purchase Agreement for any and all unpaid balances arising under the Purchase Card Agreement.

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

5.15 No Superior Rights of Reclamation. Subject to the entry of the Final Order granting such relief, based on the findings and rulings herein concerning the integrated nature of the DIP Credit Facility and the Prepetition Loan Documents, in no event shall any alleged right of reclamation or return (whether asserted under section 546(c) of the Bankruptcy Code or otherwise) be deemed to have priority over the liens held by the DIP Lender.

5.16 Term; Termination. Notwithstanding any provision of this Interim Order to the contrary, the term of the financing arrangements among Debtors and the DIP Lender authorized by this Interim Order may be terminated pursuant to the terms of the DIP Credit Agreement and this Interim Order.

5.17 Interim Order Controls. In the event of any conflict or inconsistency between or among the terms or provisions of this Interim Order and any of the DIP Loan Documents, unless such term or provision in this Interim Order is phrased in terms of “defined in” or “as set forth in” the DIP Credit Agreement or DIP Loan Documents, the terms and provisions of this Interim Order shall govern and control.

5.18 Joint and Several Liability. Nothing in this Interim Order shall be construed to constitute or authorize a substantive consolidation of any of the Debtors’ estates, it being understood, however, that the Debtors shall be jointly and severally liable for the Obligations hereunder and in accordance with the terms of this Interim Order.

5.19 No Stay of Effect. This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable immediately upon entry thereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9014 of the Bankruptcy Rules, any applicable Local Bankruptcy Rules, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

5.20 Necessary Action. The Debtors are authorized to take any and all such actions as are necessary, required or appropriate to implement and effectuate the terms of this Interim Order, the DIP Loan Documents and the transactions contemplated hereunder and thereunder.

5.21 Retention of Jurisdiction. The Court retains jurisdiction and power with respect to all matters arising from or related to the implementation or interpretation of this Interim Order, the DIP Credit Agreement, and the other DIP Loan Documents.

5.22 Headings. All paragraph headings used in this Interim Order are for ease of reference only and are not to affect the construction hereof or to be taken into consideration in the interpretation hereof.

5.23 Final Hearing and Response Dates. The final hearing (the “***Final Hearing***”) on the motion shall take place before the Honorable Edward L. Morris, United States Bankruptcy Judge, at the United States Bankruptcy Court, Northern District of Texas, Eldon B. Mahon U.S. Courthouse, 501 W. Tenth Street, Courtroom 204, Fort Worth, Texas 76102, on [REDACTED] (**Prevailing Central Time**) (the “***Final Hearing***”). Parties may attend the hearing in person or virtually via WebEx using the information below:

For WebEx Video Participation/Attendance:

Link: <https://us-courts.webex.com/meet/morris>

For WebEx Telephonic Only Participation/Attendance:

Dial-In: 1.650.479.3207

Meeting ID: 2309-445-3213

Objections shall be in writing and shall be filed with the Clerk of the Court so that any such objections are received on or before the deadline for filing such objections. Pursuant to Bankruptcy Rule 4001(d)(2), any objection to the entry of a final order on the Motion (the “***Final Order***”) must be filed on or before 5:00 p.m. Central Time on the date that is five (5) business days prior to the Final Hearing.

5.24 THIS ORDER IS EFFECTIVE IMMEDIATELY.

END OF ORDER

Order submitted by:

BONDS ELLIS EPPICH SCHAFFER JONES LLP

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Counsel for Debtors

and Debtors-in-Possession

EXHIBIT A

RATIFICATION AND AMENDMENT AGREEMENT

This RATIFICATION AND AMENDMENT AGREEMENT (this “**Ratification Agreement**”), dated as of December __, 2025, is entered into and by and among GROFF TRACTOR HOLDINGS, LLC, a Texas limited liability company and a debtor and debtor-in-possession (“Borrower”), GROFF TRACTOR MID ATLANTIC, LLC, a Texas limited liability company and a debtor and debtor-in-possession (“GTMA”), and DEALER 2023, LLC, a Texas limited liability company and a debtor and debtor-in-possession (formerly known as Groff Tractor & Equipment, LLC “Dealer 2023” and collectively with Borrower and GTMA, “Debtors” and individually, each a “Debtor”), the lenders party to the Prepetition Credit Agreement (as hereinafter defined) (“Lenders”), and MANUFACTURERS AND TRADERS TRUST COMPANY (“M&T Bank”) as administrative agent (in such capacity, “Administrative Agent”) for the Lenders.

WITNESSETH:

WHEREAS, Debtors have commenced cases under Chapter 11 of the Bankruptcy Code (as hereinafter defined) in the United States Bankruptcy Court for the Northern District of Texas (as hereinafter further, the “Bankruptcy Court”) and each Debtor has retained possession of its assets and is authorized under the Bankruptcy Code to continue the operation of its business as debtor-in-possession;

WHEREAS, prior to the commencement of the Chapter 11 Cases (as hereinafter defined), Administrative Agent, Lenders and the other Secured Parties (as hereinafter defined) made loans and advances and provided other financial accommodations to Debtors and Groff Resources Holdings, LLC, a Texas limited liability company (“Resources”, together with Dealer 2023 and GTMA, each individually a “Guarantor” and collectively, “Guarantors”) secured by substantially all assets and properties of Borrower and Guarantors as set forth in the Prepetition Loan Documents (as hereinafter defined);

WHEREAS, the Borrower and Guarantors requested and Administrative Agent and the other Secured Parties agreed to provide to the Debtor’s the use of cash collateral and other Postpetition financing pursuant to the Interim Order (I) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361, 363, and 507 (III) Granting Protections Under 11 U.S.C. § 364 for Continuation of the Purchase Card Program, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief entered by the Bankruptcy Court on October 28, 2025, which order was amended and extended by order of the Bankruptcy Court on November 14, 2025, November 26, 2025 and December 3, 2025 (as further amended, modified and extended as hereinafter further defined, the “Interim Cash Collateral Order”);

WHEREAS, Borrower and Guarantors are requesting that the Bankruptcy Court enter a Financing Order (as hereinafter defined) pursuant to which Agent and Lenders may make postpetition loans and advances, and provide other financial accommodations, to Debtors secured by substantially all the assets and properties of Borrower and Guarantors and make certain amendments to the Prepetition Loan Documents (as hereinafter defined) as set forth in the

Financing Order and this Ratification Agreement and the other Loan Documents (as hereinafter defined); and

WHEREAS, Borrower and Guarantors desire to reaffirm their obligations to Agent and the other Secured Parties pursuant to the Prepetition Loan Documents and acknowledge their continuing liabilities to Administrative Agent and the other Secured Parties thereunder in order to induce Administrative Agent and Secured Parties to make such postpetition loans and advances, and provide other financial accommodations, to Borrower and Guarantors secured by substantially all the assets and properties of Borrower and Guarantors as set forth in the Financing Order;

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

1. DEFINITIONS.

1.1 Additional Definitions. As used herein, the following terms shall have the respective meanings given to them below and the Prepetition Credit Agreement and the other Prepetition Loan Documents shall be deemed and are hereby amended to include, in addition and not in limitation, each of the following definitions:

(a) “Bankruptcy Court” means the United States Bankruptcy Court or the United States District Court for the Northern District of Texas.

(b) “Bankruptcy Events” means the commencement of the Chapter 11 Cases, the events and conditions leading up to the commencement of the Chapter 11 Cases, and the occurrence and existence of any defaults under agreements that have no effect under the terms of the Bankruptcy Code as a result of the commencement thereof.

(c) “Bidding Procedures” means the bidding procedures governing the any Sale Transaction, as approved by the Bankruptcy Court pursuant to the Bidding Procedures Order and any other order of the Bankruptcy Court affecting such Sale Transaction, which shall be in form and substance acceptable to Administrative Agent.

(d) “Bidding Procedures Order” means the Order (I) Approving (A) Bidding Procedures for the Sale Of The Debtors’ Assets, (B) Procedures for the Review and Approval of Such Transactions, and (C) Assumption And Assignment Procedures; (II) Approving Bid Protections; (Iii) Scheduling Certain Dates With Respect Thereto; (IV) Approving the Form and Manner of Notice Thereof; (V) Approving the Sale of Certain of the Debtors’ Assets Free and Clear of Liens, Claims, Interests, and Encumbrances; and (VI) Granting Related Relief [Docket No. 174] entered by the Bankruptcy Court on November 14, 2025 approving the Bidding Procedures for the Sale Transactions, for the applicable sales and auctions for the Sale Transactions, scheduling a hearing to consider approval of the applicable Sale Transactions, establishing related objection and other deadlines, and approving related notices and forms.

(e) “BRG” means Berkeley Research Group, LLC, as financial advisor on behalf of Administrative Agent, and its successors and assigns or replacement financial advisor.

(f) “Carve-Out” shall have the meaning set forth in the Financing Order.

(g) “Carve-Out Expenses” shall have the meaning set forth in the Financing Order.

(h) “GTMA Business” means all of the assets and properties of the business of Borrower and Guarantors, including (i) the marketing, selling, and leasing of (i) CNH Industrial’s Case construction equipment dealerships located in New Jersey, Delaware, Maryland and Pennsylvania and (i) equipment from certain original equipment manufacturers other than CNH Industrial’s Case equipment.

(i) “Cash Collateral” means all “cash collateral” as defined in Section 363(a) of the Bankruptcy Code, including, without limitation: (a) all cash, checks, deposit accounts, bank accounts, securities accounts, and other cash equivalents; (b) all proceeds, products, offspring, rents, and profits of property in which Administrative Agent and the other Secured Parties have a lien or security interest; and (c) all other cash or cash-equivalent property in which Administrative Agent and the other Secured Parties asserts an interest, whether existing on the Petition Date or arising thereafter, and whether such interest is perfected, valid, enforceable, disputed, or undisputed.

(j) “Cash Collateral Advances” shall have the meaning set forth in Section 7.1(a) of the Ratification Agreement.

(k) “Chapter 11 Cases” means the cases under Chapter 11 of the Bankruptcy Code commenced by Debtors which are being jointly administered under the Bankruptcy Code and are pending in the Bankruptcy Court.

(l) “Chief Restructuring Officer” means Michael Juniper or such other chief restructuring advisor selected by Borrower and Guarantors and acceptable to Administrative Agent and Lenders.

(m) “Committee” means the Official Unsecured Creditors’ Committee appointed by the U.S. Trustee on November 5, 2025 in the Chapter 11 Cases pursuant to Section 1102 of the Bankruptcy Code.

(n) “CNH Capital” means CNH Industrial Capital America LLC, its successors and assigns.

(o) “CNH Industrial” means CNH Industrial America LLC, its successors and assigns.

(p) “CNH Financing Order” means the Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Provide Superpriority Administrative Expense Claims, (II) Granting Adequate Protection, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief [Docket No. 99] entered October 31, 2025, as amended by the Second Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, and (C)

Grant Liens and Provide Superpriority Administrative Expense Claims, (II) Granting Adequate Protection, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief [Docket No. 202] entered November 19, 2025, as may be modified, extended, renewed or replaced in accordance with the Ratification Agreement.

(q) “DIP Budget”¹ means the initial [five (5)] week cash flow budget prepared by Borrower and Guarantors and the Chief Restructuring Officer, which is set forth on Exhibit A hereto, setting forth on a weekly basis for the periods covered thereby, (a) the projected cash flow showing cash receipts and cash operating disbursements and non-operating disbursements of Borrower and Guarantors, (b) the projected average outstanding amount of Revolving Loans, and (c) the projected net cash available of Borrower and Guarantors, including the anticipated uses of the DIP Credit Facility for such period, together with any subsequent or amended budgets thereto delivered to Administrative Agent, in form and substance satisfactory to Administrative Agent (each such subsequent budget, referred to as the “Budget”), in accordance with the terms and conditions of the Ratification Agreement.

(r) “DIP Budget Compliance Report” has the meaning set forth in Section 5.3(b) of the Ratification Agreement.

(s) “DIP Budget Measurement Period” has the meaning set forth in Section 5.3(b) of the Ratification Agreement.

(t) “DIP Credit Facility” means the senior secured credit facility provided by Administrative Agent and Lenders to Debtors as debtors and debtors-in-possession during the Chapter 11 Cases as set forth in the Ratification Agreement.

(u) “DIP Milestones” has the meaning set forth in Section 5.4 of the Ratification Agreement.

(v) “DIP Reserve” means an amount or amounts determined by Administrative Agent in its discretion to account for (i) the Carve-Out, (ii) any unpaid administrative expense claims of the Borrower and Guarantors or other priority claims in the Chapter 11 Cases that, in Administrative Agent’s determination, may require payment prior to the payment in full of all Obligations, and (iii) the amount of any liens or claims in or against the Collateral that are pari passu with or senior to any liens and claims of Administrative Agent and the other Secured Parties, each of the forgoing in an amount as determined by Administrative Agent in its discretion; provided, however, that, the Administrative Agent shall not establish or maintain a reserve in respect of the Carve-Out that has been funded into the Professional Fee Escrow Account. Administrative Agent agrees to provide the Borrower and Guarantors notice prior to the implementation and extent of any new DIP Reserve following the Ratification Effective Date or any change in the methodology on the calculation of an existing DIP Reserve (provided, however, that failure to provide such notice shall not preclude the effectiveness of such DIP Reserve).

(w) “Final Financing Order” means the order of the Bankruptcy Court entered in the Chapter 11 Cases after a final hearing of the Bankruptcy Court, which order shall

¹ NTD: Subject to review of DIP Budget.

be in form and substance satisfactory to the Administrative Agent in its sole discretion and from which no appeal or motion to reconsider has been filed, together with all extensions, modifications and amendments thereto, consented to by the Administrative Agent, which among other matters, but not by way of limitation, authorizing the Debtors to obtain credit, incur the Postpetition Obligations, and grant security interests and liens therefor and granting superpriority expense claims to Administrative Agent and the other Secured Parties with respect to all obligations due Administrative Agent and the other Secured Parties, subject to no priority claim or administrative expenses of the Chapter 11 Cases or any other entity (other than as specifically set forth in the Financing Order).

(x) “Financing Order” means the Interim Financing Order, the Final Financing Order and such other orders relating thereto or authorizing the granting of credit by Administrative Agent and the other Secured Parties to Debtors on an emergency, interim or permanent basis pursuant to Section 364 of the Bankruptcy Code as may be issued or entered by the Bankruptcy Court in the Chapter 11 Cases.

(y) “Floorplan Financing Facilities” means a financing facility provided by a Floorplan Lender to Borrower or any Guarantor to finance the purchase of Inventory or Equipment held for sale or lease by such Borrower or Guarantors which is secured by a Lien in favor of such Floorplan Lender on such Inventory or Equipment.

(z) “Floorplan Intercreditor Agreements” means, collectively, the intercreditor agreements between Administrative Agent and a Floorplan Lender providing for, among other things, the order of priority of the Liens of Administrative Agent and such Floorplan Lender and the payment of the obligations owed to Administrative Agent and such Floorplan Lender, as applicable.

(aa) “Floorplan Lenders” means the persons that provide Floorplan Financing Facilities to Borrower and Guarantors. As of the Ratification Effective Date, the Floorplan Lenders to Borrower and Guarantors are: (i) CNH Capital, (ii) U.S. Bank National Association, (iii) Deutsche Leasing USA, Inc., (iv) VFS US LLC/VFS Leasing Co., (v) BOKF, dba Bank of Texas, (vi) De Lage Landen Financial Services, Inc. and (vii) BMO Harris Bank N.A./Bank of the West.

(bb) “Interim Cash Collateral Order” means the Interim Order (I) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361, 363, and 507 (III) Granting Protections Under 11 U.S.C. § 364 for Continuation of the Purchase Card Program, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief [Docket No. 84] entered by the Bankruptcy Court on October 28, 2025, which order was amended and extended by (a) the First Amended Order Extending Interim Order (I) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361, 363, and 507 (III) Granting Protections Under 11 U.S.C. § 364 for Continuation of the Purchase Card Program, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief [Docket No. 84] entered by the Bankruptcy Court on November 14, 2025, (b) the Second Amended Order Extending Interim Order (I) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361, 363, and 507 (III) Granting

Protections Under 11 U.S.C. § 364 for Continuation of the Purchase Card Program, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief [Docket No. 234] entered by the Bankruptcy Court on November 26, 2025, and (c) the Third Amended Order Extending Interim Order (I) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361, 363, and 507 (III) Granting Protections Under 11 U.S.C. § 364 for Continuation of the Purchase Card Program, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief [Docket No. 270] entered by the Bankruptcy Court on December 3, 2025, as such order may be amended, modified, supplemented, extended, renewed, restated or replaced in accordance with the terms of the Ratification Agreement and the Financing Orders.

(cc) “Interim Financing Order” means the order of the Bankruptcy Court entered in the Chapter 11 Cases after an interim hearing in form and substance satisfactory to Administrative Agent and Lenders, together with all extension, modifications, and amendments thereto consented to by Administrative Agent and Lenders, which, among other matters but not by way of limitation, authorizing, on an interim basis, the Debtors to execute and perform under the terms of the Prepetition Loan Documents, as amended and supplemented by the terms and conditions of the Ratification Agreement.

(dd) “Investment Banker” means TM Capital LLC or such other investment banking firm acceptable to Administrative Agent and Lenders selected and retained by Debtors pursuant to the Investment Banking Agreement.

(ee) “Investment Banking Agreement” means the Engagement Letter, dated as of August 18, 2024, between Borrower and TM Capital LLC, as amended and modified by the Amendment to Engagement Letter, dated August 5, 2025, between Borrower and Investment Banker, regarding investment banking services to Borrower and Guarantors in the Chapter 11 Cases, as may thereafter be amended, modified, supplemented, extended, renewed, restated or replaced in accordance with the terms of the Ratification Agreement.

(ff) “Credit Agreement” means the Prepetition Credit Agreement as ratified, amended, supplemented and otherwise modified by the Ratification Agreement, as the same now exists or may hereafter be amended from time to time.

(gg) “Liquidity” means, from the Ratification Effective Date and at all times thereafter, as of any date of determination during such period, the sum of (i) Unrestricted Cash on such date plus (ii) the amount of Advances available under the Supplemental DIP Facility on such date.

(hh) “Material DIP Budget Deviation” has the meaning set forth in Section 5.3(b) of the Ratification Agreement.

(ii) “Measurement Period” means a “Weekly Measure Period”, a “Two Week Measurement Period” or a “Cumulative Measurement Period” as each such term is defined in Section 5.3(b) of the Ratification Agreement.

(jj) “Obligations” means, collectively, all Prepetition Obligations and all Postpetition Obligations.

(kk) “Petition Date” means the date of the commencement of the Chapter 11 Cases.

(ll) “Postpetition Collateral” means, collectively, all right, title and interest in and to all present and after acquired property of each Debtor of any kind or nature including, without limitation, all right, title and interest in and to:

(i) all present and after acquired personal property, including, without limitation, all Accounts, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles (including, without limitation any commercial tort claims [listed on Exhibit C to the Ratification Agreement])², Investment Property, Instruments, Inventory, Pledged Deposits, Stock Rights, money, Letter of Credit Rights, and Other Collateral (including, without limitation, all right, title and interest in and to all insurance policies, including all rights and remedies under or relating to any business interruption insurance, liability insurance, D&O insurance and property insurance and any losses or claims thereunder), wherever located, in which Debtors or any of them now have or hereafter acquire any right or interest, and the proceeds, insurance proceeds and products thereof, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto, including all rights of payment or performance under letters of credit, and any payment intangible that supports the payment or performance of an Account, Chattel Paper, a Document, a General Intangible, an Instrument, Investment Property, or any Other Collateral;

(ii) all Cash Collateral of Debtors;

(iii) effective upon entry of a Final Financing Order, all proceeds of claims, rights, interests, assets and properties recovered by or on behalf of any Borrower or any trustee of any Borrower (whether in the Chapter 11 Cases or any subsequent case to which any Chapter 11 Case is converted), including, without limitation, all property recovered as a result of transfers or obligations avoided or actions maintained or taken pursuant to (among others) Sections 542, 544, 545, 547, 548, 549, 550, 551, 552 and 553 of the Bankruptcy Code; and

(iv) to the extent not covered by the foregoing clauses, all proceeds and products in whatever form of all or any part of the other Collateral, including all rents, profits, income and benefits and all proceeds of insurance and all condemnation awards and all other compensation for any event of loss with respect to all or any part of the other Collateral (together with all rights to recover and proceed with respect to the same), and all accessions to, substitutions for and replacements of all or any part of the other Collateral.

(mm) “Postpetition Obligations” means all Obligations (as defined in the Prepetition Credit Agreement) of Debtors arising from, related to or in connection with any Advances, Revolving Loans (including all Supplemental DIP Loans), letters of credit or other advances on and after the Petition Date together with all other Obligations due and owing to Administrative Agent or any other Secured Party and whether arising on or after the conversion or dismissal of the Chapter 11 Cases, and whether arising under or related to the Ratification Agreement, the Credit Agreement, the other Loan Documents, a Financing Order, by operation of

² NTD: Groff please identify any commercial tort claims of the Borrower or any Guarantor, including any counterclaims in any lawsuits filed against Borrower or any Guarantor.

law or otherwise, and whether incurred by any Debtor as principal, surety, endorser, guarantor or otherwise and including, without limitation, all principal, interest, financing charges, letter of credit fees, unused line fees, servicing fees, line increase fees, debtor-in-possession facility fees, early termination fees, other fees, commissions, costs, expenses and attorneys', accountants' and consultants' fees and expenses incurred in connection with any of the foregoing. For the avoidance of doubt, the Postpetition Obligations shall include that portion of the outstanding Prepetition Obligations owed to Administrative Agent and the other Secured Parties in connection with or related to the Loans or other advances, which have been "rolled-up" from time to time as provided in the Financing Order.

(nn) "Prepetition Collateral" means, collectively, (i) all "Collateral" as such term is defined in the Prepetition Security Agreement as in effect immediately prior to the Petition Date, and (ii) all other security for the Prepetition Obligations as provided in the Prepetition Credit Agreement and the other Prepetition Loan Documents immediately prior to the Petition Date.

(oo) "Prepetition Credit Agreement" means Amended and Restated Credit Agreement, dated as of February 1, 2023, among Debtors and Resources, Administrative Agent and Lenders, as amended by the Limited Waiver and First Amendment to Amended and Restated Credit Agreement, dated as of July 20, 2023, the Forbearance Agreement and Second Amendment to Credit Agreement, dated as of December 21, 2023 (the "Forbearance Agreement"), as further amended by Amendment No. 1 to Forbearance Agreement and Third Amendment to Credit Agreement, March 22, 2024, Amendment No. 2 to Forbearance Agreement and Fourth Amendment to Credit Agreement, dated as of June 28, 2024, Amendment No. 3 to Forbearance Agreement and Fifth Amendment to Credit Agreement, dated as of October 24, 2024, Amendment No. 4 to Forbearance Agreement and Sixth Amendment to Credit Agreement, dated as of February 21, 2025, Amendment No. 5 to Forbearance Agreement and Seventh Amendment to Credit Agreement, dated March 14, 2025, Amendment No. 6 to Forbearance Agreement and Eighth Amendment to Credit Agreement, dated May 6, 2025, Amendment No. 7 to Forbearance Agreement and Ninth Amendment to Credit Agreement, dated June 24, 2025, as in effect immediately prior to the Petition Date.

(pp) "Prepetition Loan Documents" means the Prepetition Credit Agreement, the Prepetition Security Agreement and the other Loan Documents (as defined in the Prepetition Credit Agreement), as in effect immediately prior to the Petition Date.

(qq) "Prepetition Obligations" means all Obligations (as such term is defined in the Prepetition Credit Agreement) arising at any time before the Petition Date.

(rr) "Prepetition Security Agreement" means the Amended and Restated Pledge and Security Agreement, dated as of February 1, 2023, among Debtors, Resources and Administrative Agent, as in effect immediately prior to the Petition Date.

(ss) "Professional Fee Escrow Account" shall have the meaning set forth in the Financing Order.

(tt) “Professionals” means the Debtors’ and the Committee’s professionals, retained by either of them by final order of the Bankruptcy Court (which order has not been reversed, vacated or stayed unless such stay is no longer effective) under Sections 327, 328 or 1103(a) of the Bankruptcy Code.

(uu) “Purchase Agreements” means, collectively, one or more asset purchase agreements by and among Borrower and Guarantors, as sellers, and such purchasers that purchase the GTMA Business (including the schedules and exhibits thereto), which agreement shall be in form and substance acceptable to Administrative Agent; each individually, a “Purchase Agreement”.

(vv) “Purchase Documents” means, collectively, (a) the Purchase Agreements and (b) all material agreements, documents and instruments, including all schedules and exhibits thereto, at any time executed and/or delivered in connection therewith, all of which agreements, documents and instruments shall be in form and substance acceptable to Administrative Agent; each individually, a “Purchase Document”.

(ww) “Ratification Agreement” means the Ratification and Amendment Agreement, dated as of December __, 2025, by and among Debtors, Administrative Agent and Lenders, as the same may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(xx) “Ratification Effective Date” means the date on which all of the conditions precedent in Section 9 of the Ratification Agreement have been satisfied (or waived) by Administrative Agent in its discretion.

(yy) “Restructuring Committee” means a committee consisting of (a) the Debtors’ manager, (b) the Chief Restructuring Officer and (c) the Restructuring Independent Committee Member.

(zz) “Restructuring Consultation Parties” means Manufacturers and Traders Trust Company and its advisors and professionals and the advisors and professional to any members of and advisors to the Committee.

(aaa) “Restructuring Independent Committee Member” means Robin Phelan or such other independent committed member appointed to serve on the Restructuring Committee selected by Borrower and Guarantors and acceptable to Administrative Agent.

(bbb) “Sale Orders” means, collectively, one or more order(s) entered by the Bankruptcy Court approving the Sale Transactions of the GTMA Business, as applicable, which order(s) shall be in form and substance satisfactory to Administrative Agent, and shall provide for, among other things, the receipt by Administrative Agent of the net cash proceeds from the applicable Sale Transactions to be applied to the payment in full of all Obligations in accordance with the Ratification Agreement and in such manner as Administrative Agent shall determine in accordance with the Loan Documents; each individually a “Sale Order”.

(ccc) “Sale Transactions” means, collectively, the sale of all or substantially all of the GTMA Business in one or more series of transactions pursuant to Section

363 of the Bankruptcy Code, in each case, on terms and conditions acceptable to Administrative Agent; each individually a “Sale Transaction”.

(ddd) “Security Agreement” means the Prepetition Security Agreement as ratified, amended, supplemented and otherwise modified by the Ratification Agreement, as the same now exists or may hereafter be amended from time to time.

(eee) “Supplemental DIP Loan Commitment” of any Lender means the maximum portion of the Supplemental DIP Loans which such Lender has agreed to make available to Borrower as set forth opposite its name under “Supplemental DIP Loan Commitment” in Schedule 1 “Commitments”, and/or as set forth in any Loan Transfer Agreement, as such amount may be modified from time to time pursuant to the provisions of this Agreement.

(fff) “Supplemental DIP Loan Facility” means the Supplemental DIP Loans made available to Debtors pursuant to Section 7.1(b)(i) of the Ratification Agreement.

(ggg) “Supplemental DIP Loan Limit” means [\$_____]; provided, however, that, if the Bankruptcy Court shall have entered a Sale Order, in form and substance acceptable to Administrative Agent, approving the sale of all or substantially all the assets of the GTMA Business, the “Supplemental DIP Loan Limit” shall be increased to [\$2,700,000].

(hhh) “Supplemental DIP Loans” means all Advances made by Lenders (or Administrative Agent on behalf of Lenders) under the Supplemental DIP Loan Facility.

(iii) “Test Period” shall have the meaning set forth in Section 5.3(b) of the Ratification Agreement.

(jjj) “Unrestricted Cash” means the cash and Cash Collateral of Borrower and Guarantors held in deposit accounts of Borrower and Guarantors maintained with Administrative Agent and free and clear of all Liens, other than Liens in favor of the Administrative Agent, for the benefit of the Secured Parties.

1.2 Amendments to Definitions.

(a) Advances. All references to the term “Advances” in the Prepetition Credit Agreement and the other Loans Documents shall be deemed, and each such reference is hereby amended to mean and include, in addition and not in limitation, (i) any advances of cash collateral of Administrative Agent and Lenders pursuant to the Cash Collateral Order, (ii) Cash Collateral Advances, and (iii) any advances by Administrative Agent and Lenders of Supplemental DIP Loans.

(b) Borrower, Guarantors and Debtor. All references to the terms “Borrower”, “Guarantors”, “Pledgor”, “Grantor” or “Debtor” in the Credit Agreement or the other Loan Documents shall be deemed, and each such reference is hereby amended, to mean and include, except for Resources, the Debtors, as defined herein, and their successors and assigns (including any trustee or other fiduciary hereafter appointed as any Debtor’s legal representative, as applicable, or with respect to any Debtor or the property of the estate of any Debtor whether

under Chapter 11 of the Bankruptcy Code or any subsequent Chapter 7 case and its successor upon conclusion of the Chapter 11 Cases of such Debtor, as the case may be).

(c) Collateral. All references to the term “Collateral” in the Credit Agreement, the Security Agreement or the other Loan Documents, or any other term referring to the security for the Prepetition Obligations, shall be deemed, and each such reference is hereby amended to mean, collectively, the Prepetition Collateral and the Postpetition Collateral.

(d) Commitment. The definition of “Commitment” in the Prepetition Credit Agreement is hereby replaced with the following:

“**Commitment**” of any Lender means (a) such Lender’s Revolving Commitment and Swing Line Commitment, and (b) with respect to the Supplemental DIP Loans, such Lender’s Supplemental DIP Loan Commitment, as the context requires.

(e) CRO Engagement Agreement. The definition of “Financial Advisor Agreement” in the Prepetition Credit Agreement is hereby redesignated the “CRO Engagement Agreement” and replaced with the following:

“**CRO Engagement Agreement**” means the Engagement Agreement, dated as of December 1, 2023, between Borrower and CR3 Partners, LLC (“CR3”) as the initial Financial Advisor, as amended and modified by the First Amendment to Engagement Agreement, dated March 1, 2024, between Borrower and CR3, the Second Amendment to Engagement Agreement, dated October 14, 2025, between Borrower and CR3 regarding the appointment of the Chief Restructuring Officer and the provision of advisory services by CR3 to the Chief Restructuring Officer and Borrower and Guarantors in the Chapter 11 Cases, and as may be amended, modified, supplemented, extended, renewed, restated or replaced in accordance with the terms of the Ratification Agreement and the Financing Order.

(f) Existing Events of Default. All references to “Existing Events of Default” means is hereby amended to include all other Defaults and Events of Default that have occurred and are continuing under the Prepetition Credit Agreement and the other Prepetition Loan Documents, including but not limited to, as a result of the commencement of the Chapter 11 Cases, in each case as the context requires.

(g) Credit Agreement. All references to the term “Agreement” in the Prepetition Credit Agreement or the term “Credit Agreement” in the other Loan Documents shall be deemed, and each such reference is hereby amended, to mean the Credit Agreement (as defined in the Ratification Agreement), and as ratified, assumed and adopted by Borrower and Guarantors pursuant to the terms hereof and the Financing Order.

(h) Loan Documents. All references to the term “Loan Documents” in the Credit Agreement or the other Loan Documents shall be deemed, and each such reference is hereby amended, to include, in addition and not in limitation, the Ratification Agreement and all of the Prepetition Loan Documents, as ratified, assumed and adopted by Borrower and Guarantors pursuant to the terms of the Ratification Agreement, as amended and supplemented thereby, and

the Financing Order, as each of the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(i) Material Adverse Effect. All references to the term “Material Adverse Effect,” “Material Adverse Change,” “material adverse effect” or “material adverse change” in the Credit Agreement, the Ratification Agreement or the other Loan Documents shall be deemed, and each such reference is hereby amended, to add at the end thereof: “; provided, that, the Bankruptcy Events shall not, individually or collectively, constitute a Material Adverse Effect”.

(j) Maturity Date. The definition of “Maturity Date” in the Prepetition Credit Agreement is hereby replaced with the following:

“**Maturity Date**” means the earliest to occur of (a) January 31, 2026, (b) the consummation of the sale or sales of all or substantially all of the Borrower’s and Guarantors’ assets and properties or of all equity interests in Borrower and Guarantors, (c) the last date Borrower is authorized to borrow funds under the Credit Agreement pursuant to the Interim Financing Order, unless the Final Financing Order has been entered prior to such date, and in such event, then the last date Borrower is authorized to borrow funds under the Credit Agreement pursuant to the Final Financing Order, or (d) unless Administrative Agent otherwise agree in writing in its discretion, the occurrence of an Event of Default.

(k) Obligations. All references to the term “Obligations” in the Credit Agreement, the Ratification Agreement or the other Loan Documents shall be deemed, and each such reference is hereby amended, to mean both the Prepetition Obligations and the Postpetition Obligations.

(l) Revolving Commitment. The definition of “Revolving Commitment” in the Prepetition Credit Agreement is hereby replaced with the following:

“**Revolving Commitment**” of any Lender means the maximum portion of the Revolver which such Lender has agreed to make available to Borrower as set forth opposite its name under “Revolving Commitment” in Schedule 1 “Commitments”, and/or as set forth in any Loan Transfer Agreement, as such amount may be modified from time to time pursuant to the provisions of this Agreement. The Revolving Commitment includes the Swing Line Commitment and the Letter of Credit Sublimit. As of the Ratification Agreement Effective Date, the Revolving Commitment is [\$75,468,891].

(m) Swing line Commitment. The definition of “Swing Line Commitment” in the Prepetition Credit Agreement is hereby replaced with the following:

“**Swing Line Commitment**” means \$7,500,000.

(n) Total Commitment. The definition of “Total Commitment” in the Prepetition Credit Agreement is hereby replaced with the following:

“**Total Commitment**” means the sum of (a) the Revolving Commitment and (b) the Supplemental DIP Loan Commitment. As of the Ratification Agreement Effective Date, the Total Commitment is [\$78,168,891].

1.3 Interpretation.

(a) For purposes of the Ratification Agreement, unless otherwise defined or amended herein, including, but not limited to, those terms used or defined in the recitals hereto, all terms used herein shall have the respective meanings assigned to such terms in the Prepetition Credit Agreement and the Prepetition Security Agreement, each as amended, supplemented or otherwise modified by the Ratification Agreement. For the convenience of the parties, the term “Secured Parties” as defined in the Credit Agreement means, as applicable, any or all of the Agents, the Lenders and each Affiliated Secured Party.

(b) All references to any term in the singular shall include the plural and all references to any term in the plural shall include the singular unless the context of such usage requires otherwise.

(c) All terms not specifically defined herein which are defined in the Uniform Commercial Code, as in effect in the State of New York as of the date hereof, shall have the meaning set forth therein, except that the term “Lien” or “lien” shall have the meaning set forth in § 101(37) of the Bankruptcy Code.

2. ACKNOWLEDGMENTS.

2.1 Prepetition Obligations. Debtors hereby acknowledge, confirm and agree that as of December [], 2025, Borrower and Guarantors are indebted to Administrative Agent and Secured Parties under the Credit Agreement and the other Loan Documents in the aggregate principal amount of \$[75,468,890.26]³ in respect of the Obligations arising under the Credit Agreement and the other Loan Documents, which amount consists of (a) Revolving Loans in the aggregate principal amount of \$[75,468,890.26]⁴ and (b) the amount of undrawn letters of credit under the Line in the outstanding amount of \$-0-, all of which amounts, together with all interest accrued and accruing thereon, and all costs, fees, expenses and other charges now or hereafter payable by Borrower and Guarantors to Administrative Agent and Secured Parties, are unconditionally owing by Borrower and Guarantors to Administrative Agent and the other Secured Parties, without offset, defense or counterclaim of any kind, nature or description whatsoever.

2.2 Acknowledgment of Security Interests. Debtors hereby acknowledge, confirm and agree that as of the date hereof after giving effect to this Ratification Agreement Administrative Agent for itself and the other Secured Parties has and shall continue to have (a) valid, enforceable and perfected first priority and senior security interests in and liens upon all Prepetition Collateral heretofore granted to Administrative Agent for itself and the other Secured Parties pursuant to the Prepetition Loan Documents as in effect immediately prior to the Petition Date to secure all of the Prepetition Obligations, and (b) valid and enforceable first priority and senior security interests in and liens upon all Postpetition Collateral granted to Administrative

³ NTD: Subject to confirmation.

⁴ NTD: Subject to confirmation.

Agent for itself and the other Secured Parties, under the Financing Order or hereunder or under any of the other Loan Documents or otherwise granted to or held by Administrative Agent and the other Secured Parties, subject only to the Permitted Liens set forth in the Financing Order) and the Carve-Out Expenses.

2.3 Binding Effect of Documents. Debtors hereby acknowledge, confirm and agree that: (a) each of the Prepetition Loan Documents to which they are party prior to the Petition Date was duly executed and delivered to Administrative Agent by Borrower and Guarantors and each is in full force and effect as of the date hereof, (b) the agreements and obligations of Borrower and Guarantors contained in the Prepetition Loan Documents constitute the legal, valid and binding obligations of Borrower and Guarantors enforceable against them in accordance with the terms thereof, and Borrower and Guarantors have no valid defense, offset or counterclaim to the enforcement of such obligations, and (c) Administrative Agent and the other Secured Parties is and shall be entitled to all of the rights, remedies and benefits provided for in (i) the Loan Documents (subject to the entry and terms of the Financing Order) and (ii) the Financing Order.

3. ADOPTION AND RATIFICATION.

3.1. Debtors (a) ratify, assume, adopt and agree to be bound by all of the Prepetition Loan Documents to which they are party and (b) agree to pay all of the Prepetition Obligations in accordance with the terms of such Prepetition Loan Documents, as supplemented and amended by the Ratification Agreement, and in accordance with the Financing Order. All of the Prepetition Loan Documents are hereby incorporated herein by reference and hereby are and shall be deemed adopted and assumed in full by Debtors, as Debtors and Debtors-in-Possession and considered as agreements between Debtors, on the one hand, and Administrative Agent and the other Secured Parties, on the other hand. Debtors hereby ratify, restate, affirm and confirm all of the terms and conditions of the Prepetition Loan Documents, as amended and supplemented pursuant hereto and the Financing Order, and Debtors, as Debtors and Debtors-in-Possession, agree to be fully bound by the terms of the Loan Documents.

3.2. Notwithstanding anything in Section 3.1 of the Ratification Agreement to the contrary, Administrative Agent and the other Secured Parties acknowledge that the Existing Events of Default have occurred and are continuing immediately prior to the Petition Date. From and after the Ratification Effective Date, for purposes of determining whether any Default or Event of Default has occurred under the Credit Agreement or any other Loan Document, Administrative Agent and the other Secured Parties hereby agree that all Existing Events of Default shall be excluded from any determination of whether a Default or Event of Default exists or has occurred and only Defaults and Events of Default (as provided in the Credit Agreement) occurring from and after the Ratification Effective Date shall constitute Defaults and Events of Default under the Credit Agreement.

4. GRANT OF SECURITY INTEREST.

As additional collateral security for the prompt performance, observance and payment in full of all of the Obligations, Debtors, as Debtors and Debtors-in-Possession, hereby grant, pledge and collaterally assign to Administrative Agent for itself and the other Secured Parties, and also confirm, reaffirm and restate the prior grant to Administrative Agent for itself and the other

Secured Parties of, continuing senior priority security interests in and liens upon, and rights of setoff against, all of the Collateral.

5. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS.

In addition to the representations, warranties and covenants made by Borrower and Guarantors to Administrative Agent and the other Secured Parties under the Credit Agreement and the other Loan Documents (in each case, for the avoidance of doubt, as amended by or provided in the Ratification Agreement), Debtors hereby represent, warrant and covenant to Administrative Agent and the other Secured Parties the following (which shall survive the execution and delivery of the Ratification Agreement), the truth and accuracy of which, or compliance with, to the extent such compliance does not violate the terms and provisions of the Bankruptcy Code, shall be a continuing condition precedent to the making of Loans by Administrative Agent (on behalf of Lenders):

5.1 Financing Order. Borrower and Guarantors shall not seek to have any Financing Order vacated, modified, reversed on appeal, or vacated or modified by any order of the Bankruptcy Court (other than as consented to by Administrative Agent).

5.2 Use of Proceeds. All Loans and letters of credit (if any) provided by Lenders (or Administrative Agent on behalf of Lenders) to Borrower and Guarantors pursuant to the Financing Order, the Credit Agreement or otherwise, shall only be used by Debtors to the extent (a) provided for in the DIP Budget or (b) permitted by the Loan Documents, and (c) as authorized by the Bankruptcy Court and consented to by Administrative Agent for (i) general working capital needs, (ii) the repayment of the Obligations and (iii) the payment of fees, expenses, and costs incurred in connection with the Ratification Agreement and the Chapter 11 Cases, including the payments of any adequate protection payments approved in the Financing Order.

5.3 DIP Budget.

(a) Borrower and Guarantors and the Chief Restructuring Officer shall have prepared and delivered to Administrative Agent, in form and substance satisfactory to Administrative Agent, the initial DIP Budget covering the [five-week] period commencing with the full week ending on _____, 2025 through and including the full week ending on January __, 2026. Any subsequent DIP Budgets shall be prepared by Borrower and Guarantors and the Chief Restructuring Officer and delivered to Administrative Agent, in form and substance satisfactory to Administrative Agent in its sole discretion. Upon approval by Administrative Agent, such budget shall be deemed to be the DIP Budget for the next [_____] (____) week period. Borrower and Guarantors shall comply strictly in accordance with each DIP Budget. Administrative Agent and Secured Parties have relied upon the initial DIP Budget in determining to enter into the Ratification Agreement and has relied upon, and will be relying upon the DIP Budget, in providing the Postpetition Advances and letters of credit (if any) in the Chapter 11 Cases. No DIP Budget shall be updated, amended or modified without the prior written consent of Administrative Agent. In the event that Administrative Agent and Borrower and Guarantors are unable, while acting diligently, reasonably, and in good faith, to agree to an updated, modified or

supplemented budget, it shall constitute an Event of Default once the period covered by the most recent DIP Budget has terminated.

(b) Not later than 5:00 p.m. (Eastern time) on the [Wednesday] of each week commencing with the [Wednesday] following the first full week ending after the Ratification Effective Date, Borrower shall furnish to Administrative Agent a report in form and substance reasonably satisfactory to Administrative Agent (a “DIP Budget Compliance Report”), which shall set forth, (i) on a weekly basis, (ii) on a two-week roll-forward basis, and (iii) on a cumulative basis, a comparison of (A) actual Cash Receipts to projected Cash Receipts, (B) actual Total Disbursements to projected Total Disbursements, and (C) actual Net Cash Flow to projected Net Cash Flow, each as set forth in the DIP Budget for such weekly period (the “Weekly Measurement Period”), such two week period (a “Two Week Measurement Period”) and each as set forth on a cumulative week to date basis (the “Cumulative Measurement Period”, collectively referred to as a “Measurement Period”). The DIP Budget Compliance Report shall further set forth with respect to each Measurement Period (1) all variances, on a line item by line item basis and a cumulative basis, from actual performance for such period against those reflected for the corresponding period in the applicable DIP Budget as in effect for such period, (2) a description of the nature of any material positive or negative variance in each line item in the applicable DIP Budget as in effect for such period, (3) an indication as to whether such variance is temporary or permanent and analysis and explanations for such variance, (4) compliance or noncompliance with such maximum variances set forth therein, and (5) explanations for all violations, if any, of any covenant and if any such violation exists, the actions which Borrower and Guarantors have taken or intend to take with respect thereto. The DIP Budget Compliance Report shall be delivered to each of the Administrative Agent, CNH Capital, and the U.S. Trustee.

(c) Each Debtor hereby confirms, acknowledges and agrees that, unless waived in writing by Administrative Agent and Lenders, (i) the occurrence of a Material DIP Budget Deviation or (ii) the failure to deliver any reports with respect to any DIP Budget, in form and substance satisfactory to Administrative Agent in its sole discretion, shall constitute an Event of Default. Each Debtor agrees that a test period for purposes of testing compliance with the DIP Budget shall include both a Two Week Measurement Period and a Cumulative Period with respect to each Two Week Measurement Period (each a “Test Period”). As used herein, a “Material DIP Budget Deviation” shall be deemed to occur at any time that any of the following events occurs: (i) the actual Cash Receipts for any Test Period are less than eighty-five percent (85%) of the projected Cash Receipts for such Test Period as set forth in the DIP Budget; (ii) the actual Total Operating Disbursements for any Test Period exceed one hundred fifteen percent (115%) of the Total Operating Disbursements for such Test Period as set forth in the DP Budget; or (iii) the cash balance for any Test Period is less than zero dollars (\$-0-).⁵

(d) Notwithstanding any approval by Administrative Agent and the other Secured Parties of the DIP Budget or any subsequent or amended DIP Budget(s), Administrative Agent and Lenders and will not, and shall not be required to, provide any Advances, any Supplemental DIP Loans or other advances or letters of credit to Borrower and Guarantors pursuant to the DIP Budget, but shall only provide Loans in accordance with the terms and conditions set forth in the Credit Agreement as amended by the Ratification Agreement, the

⁵ NTD: Subject to review of DIP Budget.

other Loan Documents and the Financing Order. Notwithstanding any projected amounts set forth in the DIP Budget relating to the costs and expenses of Administrative Agent and the other Secured Parties that are reimbursable by Borrower and Guarantors or any other amounts owing by Borrower and Guarantors to Administrative Agent and the other Secured Parties (including, without limitation, reasonable attorneys and consulting fees and expenses of BRG) in accordance with the Credit Agreement and the other Loan Documents, such projections shall not limit, impair, modify or waive the Debtors' obligation to pay the actual amounts due to Administrative Agent and the other Secured Parties in respect of such costs, expenses and other amounts owing to Administrative Agent and the other Secured Parties in accordance with the Credit Agreement and the other Loan Documents and the actual amounts paid in respect of such costs, expenses and other amounts shall not be subject to the Material DIP Budget Deviation.

(e) In addition to and not in limitation of the reporting requirements set forth in the Credit Agreement and the Interim Cash Collateral Order, Borrower shall continue to deliver the following documents, which shall be delivered to Administrative Agent, in form and substance satisfactory to Administrative Agent, by no later than 5:00 p.m. (Eastern Standard Time) on each Wednesday with respect to the prior week's performance: (i) a report detailing received receipts, (ii) a total disbursements report, (iii) a net cash flow report, (iv) an accounts receivable report, (v) an inventory report and (vi) the Floorplan Lender Payment Report.

5.4 DIP Milestones. In addition to the continuing representations, warranties and covenants heretofore and hereafter made by Debtors to Administrative Agent and Lenders, whether pursuant to the Loan Documents or otherwise, and not in limitation thereof, each Debtor covenants and agrees to satisfy each of the following conditions (the "DIP Milestones"):

(a) On or before December 10, 2025 (unless such date is extended at the discretion of Administrative Agent), Debtors shall file motions, each in form and substance satisfactory to Administrative Agent, requesting approval from the Bankruptcy Court, of the DIP Credit Facility under the Financing Order, granting to Administrative Agent and Lenders the security interests and liens and superpriority administrative expense claim status set forth herein and in the Financing Order, modifying the automatic stay and other provisions required by Administrative Agent and its counsel;

(b) On or before [December 12, 2025] (unless such date is extended at the discretion of Administrative Agent), the Bankruptcy Court shall have entered the Interim Financing Order, in form and substance satisfactory to Administrative Agent;

(c)

(d) On or before [December 18, 2025] (unless such date is extended at the discretion of Administrative Agent), the Bankruptcy Court shall have approved the Sale Transactions for the sale of the GTMA Business pursuant to Purchase Agreement(s) and the other Purchase Documents, in form and substance acceptable to Administrative Agent, and entered a Sale Order, in form and substance acceptable to Administrative Agent authorizing and approving the applicable Sale Transactions;

(e) On or before [December __, 2025]⁶ (unless such date is extended at the discretion of Administrative Agent), the Bankruptcy Court shall have entered, in form and substance acceptable to Administrative Agent, the Final Financing Order; and

(f) On or before [January 9, 2026] (unless such date is extended at the discretion of Administrative Agent), the Sale Transactions for the sale of the GTMA Business shall have occurred pursuant to Purchase Agreement(s) and the other Purchase Documents and the applicable Sale Order(s) shall have been consummated on terms and conditions acceptable to Administrative Agent, with the net sale proceeds from the closing of the applicable Sale Transactions to be remitted to Administrative Agent for application to the Obligations in accordance with this Ratification Agreement and the applicable Sale Order(s).

Debtors confirm, acknowledge and agree that notwithstanding anything to the contrary contained in the Credit Agreement, any failure to comply with the requirements set forth in this Section 5.4 shall constitute an additional immediate Event of Default under the Loan Documents.

5.5 Deposit and Securities Accounts. Debtors represent, warrant and covenant to Administrative Agent that Borrower and Guarantors do not and shall not maintain any deposit account, securities accounts or accounts with financial institutions other than with M&T Bank.

5.6 ERISA. Borrower and Guarantors hereby represent and warrant with, to and in favor of Administrative Agent and Lenders that (a) there are no liens, security interests or encumbrances upon, in or against any assets or properties of Borrower and Guarantors arising under ERISA, whether held by the Pension Benefit Guaranty Corporation (the "PBGC") or the contributing sponsor, or a member of the controlled group thereof, of any pension benefit plan of Borrower and Guarantors and (b) no notice of lien has been filed by the PBGC (or any other Person) pursuant to ERISA against any assets or properties of Borrower and Guarantors.

5.7 Restructuring Committee.

(a) The Restructuring Committee has been formed pursuant to the Bid Procedures Order. As of the Ratification Effective Date, the Restructuring Committee consists of David Rex as the Debtors' manager, Michael Juniper as the Chief Restructuring Officer and Robin Phelan as the Restructuring Independent Committee Member as approved by the Bidding Procedures Order.

(b) If any member of the Restructuring Committee resigns, becomes incapacitated, or is removed for cause, the Debtors shall notify Administrative Agent in writing (at the end of the day that any Debtor learns of such resignation, incapacitation or removal). Any replacement or successor member of the Restructuring Committee shall be acceptable to Administrative Agent in its Permitted Discretion, and shall be engaged promptly within five (5) Business Days after receipt of the notice of such resignation, incapacitation or removal.

(c) Unless and until the assets and properties of Debtors are sold pursuant to Sale Transactions in accordance with this Ratification Agreement, Administrative

⁶ NTD: Within 20 days after the Interim Financing Order is entered.

Agent shall be a Restructuring Consultation Party. If any of the terms and conditions of this Section 5.7 are not complied with, it shall constitute an immediate Event of Default.

5.8 Chief Restructuring Officer.

(a) Debtors shall retain, at all times during which the Obligations remain outstanding, Michael Juniper of CR3 Partners, LLC or such other Person(s) acceptable to Administrative Agent, as its Chief Restructuring Officer at the sole cost and expense of the Debtors, on terms and conditions acceptable to Administrative Agent pursuant to the CRO Engagement Agreement. The Chief Restructuring Officer shall (i) provide oversight and support to Debtors and the Debtors' professionals in connection with execution of the Debtors' business plan, reorganization plan, any the sales process, and the overall administration of activities in the Chapter 11 Cases, (ii) negotiate the terms of debtor-in-possession financing facilities for the Loan Parties and related use of cash collateral and adequate protection arrangements in respect of the Debtors' credit facilities, (iii) provide oversight and assistance in connection with the preparation of financial information for distribution to creditors and others, including, but not limited to, cash flow projections and budgets, cash receipts and disbursements analysis of various asset and liability accounts, and (iv) in connection with the preceding clauses (i), (ii) and (iii), but subject to such notice and court approvals as may be required, to enter into binding agreements on behalf of the Debtors. Debtors hereby irrevocably authorize and direct the Chief Restructuring Officer to consult with Administrative Agent and Lenders and to share with Administrative Agent and Lenders and their advisors, upon reasonable request therefor, all financial reports, budgets and any variances from same, other financial information, operational issues, matters related to the Collateral, all reports prepared or reviewed by the Chief Restructuring Officer, information on the sale and maintenance of the Borrower's and Guarantors' businesses and assets and such other matters as Administrative Agent may reasonably request. Borrower and Guarantors agree to provide the Chief Restructuring Officer with complete access to all of the books and records of Borrower and Guarantors, all of premises of Borrower and Guarantors and to all management and employees of the Borrower and Guarantors as and when deemed necessary by the Chief Restructuring Officer.

(b) Any amendment, modification or termination of the retention agreement with the Chief Restructuring Officer without the prior written consent of Administrative Agent shall constitute an Event of Default. Borrower and Guarantors acknowledge and agree that Borrower and Guarantors shall cause the Chief Restructuring Officer (i) to keep Administrative Agent and Lenders fully informed of the progress of the business and operations of Borrower and Guarantors and to respond to any reasonable inquiries of Administrative Agent regarding the maintenance of the Borrower's and Guarantors' businesses and the sale of their assets, and (ii) to communicate and cooperate with Administrative Agent and Lenders and share all information, as reasonably requested thereby, with Administrative Agent and Lenders regarding Borrower and Guarantors, and the sale and maintenance of the Borrower's and Guarantors' businesses and assets.

(c) If the Chief Restructuring Officer resigns, Borrower and Guarantors shall promptly notify Administrative Agent in writing of such resignation (but in any event by no later than the end of the day that Borrower and or any Guarantor learns of such resignation). Any replacement or successor Chief Restructuring Officer shall be reasonably acceptable to Administrative Agent and Lenders, shall be retained pursuant to a new retention agreement on

terms and conditions reasonably acceptable to Administrative Agent and Lenders within five (5) Business Days immediately following the notice of resignation of the resigning Chief Restructuring Officer, and shall be approved by the Bankruptcy Court. Failure to comply with the terms and conditions of this Section 5.8 shall constitute an Event of Default.

5.9 Investment Banker.

(a) Borrower and Guarantors shall retain, and shall continue to retain at all times during which the Obligations remain outstanding, and at the sole cost and expense of Borrower and Guarantors, an Investment Banker, acceptable to Administrative Agent and Lenders on terms and conditions acceptable to Administrative Agent and Lenders pursuant to an Investment Banking Agreement, in form and substance acceptable to Administrative Agent. It being acknowledged that as of the date hereof TM Capital LLC is acceptable to Administrative Agent and Lenders. The Investment Banker shall work with the Chief Restructuring Officer, the other members of the Restructuring Committee and management of Debtors to coordinate and conduct all aspects of the marketing and sale of substantially all of the assets and properties of Debtors. Each of the Debtors hereby irrevocably authorizes and directs the Investment Banker to consult with Administrative Agent and Lenders and to share with Administrative Agent and Lenders all information and materials produced or received in connection with (i) the sale to an acceptable purchaser of substantially all of Debtors' businesses and assets, or any portion thereof and (ii) any other restructuring or financial transaction contemplated by Debtors in the Chapter 11 Cases. Debtors shall not amend, modify or terminate the retention of the Investment Banker without the prior written consent of Administrative Agent.

(b) Each of the Debtors acknowledges and agrees that the Debtors shall cause the Investment Banker to (i) keep Administrative Agent and Lenders fully informed of the progress of the marketing and sale of the assets and properties of the Borrower and Guarantors and/or any other restructuring or financial transaction, including, without limitation, providing Administrative Agent (and if requested Lenders) with weekly telephonic updates regarding the foregoing, (ii) respond fully to any inquiries of Administrative Agent regarding such marketing and sale process and any restructuring or financial transaction, and (iii) communicate and fully cooperate with Administrative Agent and Lenders and share all information requested by Administrative Agent with Administrative Agent and Lenders regarding the marketing and sale of Debtors' assets and properties and/or other restructuring transaction. Failure to comply with the terms and conditions of this Section 5.9 shall constitute an Event of Default.

6. DIP FACILITY FEE.

Borrower and Guarantors shall pay to Administrative Agent and Lenders a debtor-in-possession financing facility fee, in the amount of \$[____], on account of the financing provided by Administrative Agent and Secured Parties to Borrower and Guarantors in the Chapter 11 Cases, which fee shall be fully earned and due and payable on the Ratification Effective Date and which may be charged directly to the loan account of Borrower and any Guarantor maintained by Administrative Agent or paid by the Borrower and Guarantors concurrently with the initial Advances pursuant to the Ratification Agreement.

7. AMENDMENTS.

7.1 DIP Credit Facility. Administrative Agent and Lenders are providing to Debtors a debtor-in-possession revolving credit facility pursuant to which Administrative Agent and Lenders will continue to make available Cash Collateral to Borrower and Guarantors and make available Supplemental DIP Loan Facility.

(a) Advances consisting of Cash Collateral. Notwithstanding anything to the contrary contained in Sections 2.1 through and including 2.6 or elsewhere in the Prepetition Credit Agreement, Administrative Agent on behalf of Lenders have had and will continue to make available the Cash Collateral remitted to the deposit accounts of Debtors maintained with Administrative Agent in the form of Advances to Borrower on a dollar-for-dollar basis upon the request of Borrower (the “Cash Collateral Advances”). All amounts received by Administrative Agent shall be deemed applied to the Prepetition Obligations and readvanced on a dollar-for-dollar basis as Cash Collateral Advances at the request of Borrower pursuant to the DIP Budget.

(b) Supplemental DIP Loan Facility.

(i) Supplemental DIP Loans. In addition to the Cash Collateral Advances that have been made by Lenders and Administrative Agent on behalf of Lenders to Borrower, subject to and upon the terms and conditions contained in the Credit Agreement, the Ratification Agreement and the Financing Orders, commencing on the Ratification Effective Date, Administrative Agent agrees to make a revolving credit facility (the “Supplemental DIP Loan Facility”) to Borrower in the amounts requested by Borrower up to the amount equal to the Supplemental DIP Loan Limit in accordance with the amounts and time periods set forth in the DIP Budget. Supplemental DIP Loans shall be made available to Borrower to the extent that no Cash Collateral Advances are available to be made to Borrower in accordance with the terms hereof and of the Ratification Agreement and the Financing Orders.

(ii) The Supplemental DIP Loan Facility is a sublimit facility within the overall Credit Facility. Except in Administrative Agent’s discretion, Lenders and Administrative Agent shall have no obligation to make any Supplemental DIP Loans (i) in excess of the Supplemental DIP Loan Limit, (ii) in excess of the amounts set forth in the DIP Budget or (iii) after the occurrence of a Default or Event of Default. The Supplemental DIP Loans shall be secured by all Collateral. In no event shall the sum of the outstanding amount of the Supplemental DIP Loans, the Revolving Loans and other Advances exceed the Total Commitment. In the event, (i) the amount of Supplemental DIP Loans at any time exceed the Supplemental DIP Loan Limit, or (ii) the sum of the outstanding amount of the Supplemental DIP Loans, the Revolving Loans and the Advances exceed the Total Commitment, Borrower and Guarantors shall immediately repay the entire amount of any such excess(es). Failure to repay such amount shall constitute an Event of Default.

(iii) Borrower and Guarantors agree that all outstanding and unpaid Obligations arising pursuant to the Supplemental DIP Loans (including, but not limited to, principal, interest, fees, costs, expenses and other charges in respect thereof payable by Borrower and Guarantors to Lenders and Administrative Agent) shall automatically, without notice or demand, be absolutely and unconditionally due and payable, and Borrower and Guarantors shall

pay to Administrative in cash or other immediately available funds all such Obligations, on the last day of the Maturity Date.

7.2 Reserves. In addition to all reserves against the amount of available Supplemental DIP Loans or other Advances that Administrative Agent may establish pursuant to the Credit Agreement and the other Loan Documents, Administrative Agent may establish DIP Reserves in its discretion in accordance with the Ratification Agreement and the Financing Orders.

7.3 Interest on the Supplemental DIP Loans. Section 7.3 of the Prepetition Credit Agreement is hereby amended by adding a new Section 7.3.7 immediately after Section 7.3.6 as follows:

“7.3.7 Interest on the Supplemental DIP Loans. Interest on the outstanding principal amount of Supplemental DIP Loans will accrue from the date of advance until final payment thereof at the rate per annum equal to the Base Rate plus 7.0%.”

7.4 No Daily Simple SOFR. Notwithstanding anything to the contrary contained in the Prepetition Credit Agreement or the other Loan Documents, effective on the Ratification Effective Date and at all times thereafter, (a) SOFR Loans shall no longer be available and shall automatically be converted to Base Rate Loans and (b) interest on the outstanding principal amount of Prepetition Obligations shall accrue at the rate per annum equal to the Base Rate plus 5.50%.

7.5 Letters of Credit. Section 4.1 of the Prepetition Credit Agreement is hereby amended by replacing the last paragraph appearing after Section 4.1(h) with the following:

“Any issued and undrawn letters of credit under the Prepetition Credit Agreement will be deemed to be letters of credit under the DIP Credit Facility. For the avoidance of doubt, on and after the Ratification Effective Date, unless otherwise agreed to in Administrative Agent’s sole discretion, Issuer shall have no obligation to issue any new Letters of Credit under the Credit Agreement or the Ratification Agreement.”

7.6 Repayment of Advances; Applications of Payments. Notwithstanding anything to the contrary Section 5.1.1(b) of the Prepetition Credit Agreement or elsewhere in the Prepetition Credit Agreement or any of the Prepetition Loan Documents, any collections or payments received by Administrative Agent shall be applied as follows:

(a) All collections and payments received by Administrative Agent prior to the consummation of the Sales Transactions shall be applied to the Prepetition Obligations until such Prepetition Obligations are paid in full which collections shall be made available to Borrower as Cash Collateral Advances pursuant to Section 7.1(a) of the Ratification Agreement.

(b) All Cash Collateral Advances constituting proceeds of collateral of the Floorplan Lenders shall be remitted by Borrower to CNH Capital and the other Floorplan Lenders to the extent provided in the applicable Floorplan Intercreditor Agreement and the Financing Orders.

(c) Upon the consummation of the Sales Transactions, the net proceeds of each such transaction shall be applied first to any Prepetition Obligations until such Prepetition Obligations are paid in full, second to the Postpetition Obligations consisting of Supplemental DIP Loans until such Postpetition Obligations are paid in full.

7.7 Financial Covenants. Section 13.3 of the Prepetition Credit Agreement is hereby amended as follows:

“13.3 **Financial Covenants.** Commencing on the Ratification Effective Date, Borrower shall at all times maintain Liquidity of not less than \$500,000, excluding amounts at any such time then due and owing to Floorplan Lenders as provided by the Financing Order.”

7.8 Capital Expenditures. Notwithstanding anything to the contrary contained in Section 13.3 or any other section of the Prepetition Credit Agreement, on and after the Ratification Effective Date, Borrower and Guarantors shall not make any Capital Expenditures unless otherwise agreed to by Administrative Agent in its sole discretion.

7.9 Limitation on Debt. Notwithstanding anything to the contrary contained in Section 13.4.1 of the Prepetition Credit Agreement or any other provision of the Credit Agreement or any of the other Loan Documents, Borrower and Guarantors shall not, and shall not permit any Subsidiary, after the date hereof, to, create, incur, assume, guarantee, or otherwise become directly or indirectly, liable with respect to any Debt, except (a) as provided in the Financing Orders, and (b) with the express prior written consent of Administrative Agent.

7.10 Disposition of Assets. Section 13.4.3 of the Prepetition Credit Agreement is hereby replaced with the following:

“13.4.3 Disposition of Assets. No Loan Party shall sell, lease, transfer or otherwise dispose of any of its property or assets, except for (a) the Sale Transactions of the GTMA Business pursuant to the applicable Sale Orders, (b) sales of inventory in the ordinary course for fair consideration and (c) any assignments, transfers or other dispositions permitted by the Ratification Agreement or the Financing Orders.”

7.11 Merger; Consolidation. Section 13.4.6 of the Prepetition Credit Agreement is hereby replaced with the following:

“13.4.6 No Merger, Amalgamation, Etc. Except in connection with a Sale Transaction, Borrower and Guarantors shall not, and will not permit any of their Subsidiaries to: (a) enter into any merger, consolidation, reorganization, or recapitalization, or reclassify its Capital Stock, (b) liquidate, wind up, or dissolve itself (or suffer any liquidation or dissolution), or (c) suspend or cease operating any of its or their business.”

7.12 Liens. Notwithstanding anything to the contrary contained in Section 13.4.5 of the Prepetition Credit Agreement or any other provision of the Credit Agreement or any of the other Loan Documents, Borrower and Guarantors shall not, and shall not permit any

Subsidiary, after the date hereof, to create, incur or permit to exist any Lien (including liens or charges upon properties acquired or to be acquired under conditional sales agreements or other title retention devices) on its property or assets, whether now owned or hereafter acquired, or upon any income, profits or proceeds therefrom, except: (a) as provided in the Financing Orders, or (b) with the express prior written consent of Administrative Agent.

7.13 Restrictions on Permitted Transactions. Notwithstanding any transaction otherwise permitted under the terms of Section 13.4 of the Credit Agreement, or otherwise under the Credit Agreement, Loan Parties shall be prohibited from engaging in any such transaction, except for

(a) the incurrence of Indebtedness permitted under Section 7.9 of the Ratification Agreement,

(b) any disposition permitted under Section 13.4.3 of the Credit Agreement,

(c) any merger, consolidation, or acquisition under Section 13.4.6 of the Credit Agreement,

(d) the incurrence of Liens permitted under Section 7.12 of the Ratification Agreement, and

(e) the post-petition financing permitted under the CNH Financing Order (as in effect on the Ratification Effective Date).

7.14 Events of Default. Section 14.1 of the Prepetition Credit Agreement is hereby amended by adding a new Section 14.1.22 immediately after Section 14.1.21 as follows:

“14.1.22 Chapter 11 Defaults.

(a) the occurrence of any condition or event which permits Administrative Agent to exercise any of the remedies set forth in the Financing Order, including, without limitation, any “Event of Default” (as defined in any Financing Order);

(b) the termination or non-renewal of the Loan Documents as provided for in any Financing Order;

(c) any Debtor suspends or discontinues all or any material part of its business (other than the Sales Transactions on terms and conditions approved by Administrative Agent in its sole discretion), or is enjoined by any court or governmental agency from continuing to conduct all or any material part of its business, or a trustee or examiner with expanded powers pursuant to Section 1104(a) of the Bankruptcy Code is appointed for any Debtor or any of its properties;

(d) any act, condition or event occurring after the Petition Date that, in Administrative Agent’s sole discretion, has or could reasonably expect to have a Material Adverse Effect;

(e) conversion of any Chapter 11 Case to a Chapter 7 case under the Bankruptcy Code;

(f) dismissal of any Chapter 11 Case or any subsequent Chapter 7 case either voluntarily or involuntarily;

(g) grant of a lien on or other interest in any property of any Debtor, other than the Carve-Out, a Permitted Lien or any other lien or encumbrance permitted by any Financing Order, which is superior to or ranks in parity with Administrative Agent's and the other Secured Parties' security interest in or lien upon the Collateral;

(h) the grant of an administrative expense claim in the Chapter 11 Cases which is superior to or ranks in parity with the rights of the Administrative Agent and the other Secured Parties (other than the Carve-Out and any other administrative expense claims permitted by any Financing Order or the Ratification Agreement);

(i) the failure of Debtors to comply with any Financing Order or the Ratification Agreement, or any Financing Order shall be modified, reversed, revoked, remanded, stayed, rescinded, vacated or amended on appeal or by the Bankruptcy Court without the prior written consent of Administrative Agent;

(j) the filing of a plan of reorganization or liquidation by or on behalf of any Debtor which does not provide for payment in full of all Obligations on the effective date thereof in accordance with the terms and conditions contained herein, unless otherwise consented to by Administrative Agent;

(k) the confirmation of any plan of reorganization or liquidation in any of the Chapter 11 Cases of Debtors which does not provide for payment in full of all Obligations on the effective date thereof in accordance with the terms and conditions contained herein, unless otherwise consented to by Administrative Agent;

(l) the filing of a motion by any Debtor that is not dismissed or denied within thirty (30) days after the date of filing such motion seeking, or the entry of any order permitting, recovery from any portion of the Collateral (or from Administrative Agent directly) any costs or expenses of preserving or disposing of the Collateral under section 506(c) or section 552(b) of the Bankruptcy Code (or otherwise);

(m) any Material DIP Budget Deviation;

(n) the written notice of the termination of a Purchase Agreement approved by Administrative Agent shall be sent by or on behalf of the purchaser or the sellers thereunder, unless otherwise consented to by Administrative Agent;

(o) the Administrative Agent determines that the stalking horse bidder, or the terms and conditions of the bid of such stalking horse bidder for the purchase of the GTMA Business, are not acceptable to the Administrative Agent;

(p) any failure of the Debtors to satisfy any of the DIP Milestones in form and substance satisfactory to Administrative Agent;

(q) the Administrative Agent determines that (i) any proposed purchaser or (ii) the terms and conditions of any proposed sale of all or any portion of the GTMA Business are not acceptable to the Administrative Agent;”

(r) any default or failure by Debtors to comply with the CNH Financing Order which entitles CNH Capital or CNH Industrial to take any action or exercise any rights or remedy against the Debtors; or”

[Others to be determined]

7.15 Governing Law. Section 16.14 of the Prepetition Credit Agreement is hereby amended by deleting the first sentence thereof in its entirety and replacing it with the following:

“All questions concerning the construction, validity, enforcement and interpretation of this Agreement and the other Loan Documents (unless expressly provided to the contrary in another Loan Document in respect of such other Loan Document) shall be governed by (i) the laws of the State of New York and (ii) to the extent applicable, the Bankruptcy Code.”

7.16 Jurisdiction. Section 16.15(a) of the Prepetition Credit Agreement is hereby replaced with the following:

“The Secured Parties and the Loan Parties hereby irrevocably consent and submit to the non-exclusive jurisdiction of the Bankruptcy Court and the United States District Court for the Northern District of Texas, and any appellate court from any thereof.”

8. RELEASE.

8.1 Release of Prepetition Claims.

(a) Upon the earlier of (i) the entry of the Final Financing Order or (ii) the entry of an Order extending the term of the Interim Financing Order beyond thirty (30) calendar days after the date of the Interim Financing Order, in consideration of the agreements of Administrative Agent and Secured Parties contained herein and the making of any Advances or other Loans by Administrative Agent and Lenders, Debtors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on behalf of themselves and their respective successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably release, remise and forever discharge Administrative Agent and the other Secured Parties and its respective successors and assigns, and their present and former shareholders (solely

in their capacity as such), affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees and other representatives (Administrative Agent and the other Secured Parties and all such other parties being hereinafter referred to collectively as the “Releasees” and individually as a “Releasee”), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever but, for the avoidance of doubt, excluding any claims or causes of action for gross negligence or willful misconduct (individually, a “Prepetition Released Claim” and collectively, “Prepetition Released Claims”) of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which Debtors, or any of their successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any nature, cause or thing whatsoever which arises at any time on or prior to the Ratification Effective Date, including, without limitation, for or on account of, or in relation to, or in any way in connection with the Prepetition Credit Agreement, as amended and supplemented through the date hereof, and the other Loan Documents.

(b) Upon the earlier of (i) the entry of the Final Financing Order or (ii) the entry of an Order extending the term of the Interim Financing Order beyond thirty (30) calendar days after the date of the Interim Financing Order, Debtors, on behalf of themselves and their successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenant and agree with each Releasee that each such Borrower will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Prepetition Released Claim released, remised and discharged by Debtors pursuant to this Section 8.1. If any Debtor violates the foregoing covenant, Debtors agree to jointly and severally pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys’ fees and costs incurred by any Releasee as a result of such violation.

8.2 Release of Postpetition Claims. Upon the payment in full of all of the Obligations, in consideration of the agreements of Administrative Agent and the other Secured Parties contained herein and the making of any Loans by Administrative Agent and Lenders, Debtors hereby covenant and agree to execute and deliver in favor of Administrative Agent and the other Secured Parties a valid and binding termination and release agreement, in form and substance satisfactory to Administrative Agent and the other Secured Parties.

8.3 Releases Generally.

(a) Debtors understand, acknowledge and agree that the releases set forth above in Sections 8.1 and 8.2 hereof may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such releases.

(b) Debtors agree that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final and unconditional nature of the releases set forth in Section 8.1 hereof and, when made, Section 8.2 hereof.

9. CONDITIONS PRECEDENT.

The amendments, representations and warranties, covenants, defaults and all other agreements and obligations contained in the Ratification Agreement shall only become effective upon the satisfaction (or waiver) of all of the following conditions precedent (the time of such satisfaction (or waiver) referred to herein):

9.1 as of the Petition Date, the Prepetition Loan Documents shall not have been terminated;

9.2 Debtors shall have complied with all notice and other requirements of the Bankruptcy Code, the Bankruptcy Rules and Local Rules of the Bankruptcy Court in a manner acceptable to Administrative Agent as set forth in the Interim Financing Order; ;

9.3 no trustee or examiner with expanded powers shall have been appointed or designated with respect to the Borrower or any Guarantor, as Debtors and Debtors-in-Possession, or their respective business, properties and assets and no motion or proceeding shall be pending seeking such relief;

9.4 the Interim Financing Order, in the form and substance acceptable to Administrative Agent, has been duly entered, is valid, subsisting and continuing and has not been vacated, reversed, or modified by any order of the Bankruptcy Court (other than as consented to by Administrative Agent) and is not subject to any pending appeal or stay;

9.5 Administrative Agent shall have received this Ratification Agreement, duly executed and delivered by Debtors;

9.6 Administrative Agent shall have received, in form and substance satisfactory to Administrative Agent, an amendment or reaffirmation by Resources of the Guarantor Acknowledgement and Reaffirmation dated October 28, 2025;

9.7 the implementation of the terms of the Ratification Agreement and the other Loan Documents, as modified pursuant to the Ratification Agreement, all of which contains provisions, representations, warranties, covenants and Events of Default, as are satisfactory to Administrative Agent and its counsel;

9.8 receipt by Administrative Agent, each in form and substance satisfactory to Administrative Agent, of (i) the initial DIP Budget (it being understood and agreed that the DIP Budget, as approved by Administrative Agent and attached to the Ratification Agreement as Exhibit A, shall satisfy this condition), (ii) projected monthly balance sheets, income statements, statements of cash flows and availability of Borrower and Guarantors for the most recent period required pursuant to the Credit Agreement, in each case as to the projections and assumptions set forth in all of such projections in form and substance satisfactory to Administrative Agent, and (iii) copies of interim unaudited financial statements for each month ended since the last audited financial statements for which financial statements are available;

9.9 other than the voluntary commencement of the Chapter 11 Cases, no material impairment of the priority of Administrative Agent's or any Secured Party's security interests in the Collateral shall have occurred since [October 25, 2025];

9.10 other than the Bankruptcy Events, no Material Adverse Effect shall have occurred since October 14, 2025;

9.11 none of the materials previously furnished to Administrative Agent and Lenders by Borrower or Guarantors contain any material misstatements in, or omit to state, any material facts necessary to make the statements therein taken as a whole, in the light of the circumstances under which they were made, not misleading in any material respect;

9.12 Administrative Agent shall hold perfected first priority security interests in and liens upon the Collateral, subject to the terms and conditions of the Interim Financing Order, and Administrative Agent shall have received such evidence thereof, subject to entry of the Interim Financing Order, as it requires;

9.13 other than the Existing Defaults, no Default or Event of Default shall have occurred or be existing under any of the Loan Documents, as modified pursuant hereto.

[Others to be determined]

10. ADDITIONAL CONDITIONS PRECEDENT TO ALL LOANS.

In addition to the satisfaction of the conditions precedent under Section 9 of the Ratification Agreement with respect to the effectiveness of the noted Sections of the Ratification Agreement and the satisfaction of the conditions precedent in Section 3 of the Credit Agreement with respect to all Loans and other financial accommodations available to Borrower and Guarantors, the following are conditions to the obligation of Lenders and Administrative Agent to extend further loans, advances or other financial accommodations to Borrower and Guarantors pursuant to the Credit Agreement:

10.1 with respect to further credit after expiration of the Interim Financing Order, on or before the expiration of the Interim Financing Order, the Bankruptcy Court shall have entered the Final Financing Order; Lenders and Administrative Agent shall not provide any Loans (or other financial accommodations) other than those authorized under the Interim Financing Order unless, on or before the expiration of the Interim Financing Order, the Final Financing Order shall have been entered, and there shall be no appeal or other contest with respect to either the Interim Financing Order or the Final Financing Order and the time to appeal to contest such order shall have expired;

10.2 requests for further credit shall be for purposes and in amounts in accordance with the DIP Budget (subject to the variances permitted under Section 5.3(c) of the Ratification Agreement);

10.3 the representations and warranties of each Debtor contained in the Ratification Agreement and the other Loan Documents shall be true and correct in all material respects on and as of the date of any such further credit, as though made on and as of such date

(except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date);

10.4 subject to the Financing Order, all fees and expenses required to be paid to Administrative Agent pursuant to the Ratification Agreement and the Credit Agreement, as amended thereby, shall have been paid or shall be paid concurrently with the making of the Loans after the Ratification Effective Date; and

10.5 other than the Existing Defaults, no Default or Event of Default shall have occurred or be existing under any of the Loan Documents, as amended, supplemented or otherwise modified pursuant the Ratification Agreement and assumed by Borrower and Guarantors.

11. MISCELLANEOUS.

11.1 Amendments and Waivers. Neither the Ratification Agreement nor any other instrument or document referred to herein or therein may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

11.2 Further Assurances. Borrower and Guarantors shall, at their expense, at any time or times duly execute and deliver, or shall at the request of Administrative Agent to the extent not inconsistent with the Financing Orders cause to be duly executed and delivered, such further agreements, instruments and documents, including, without limitation, additional security agreements, collateral assignments, UCC financing statements or amendments or continuations thereof, landlord's or mortgagee's waivers of liens and consents to the exercise by Administrative Agent of all the rights and remedies hereunder, under any of the other Loan Documents, any Financing Order or applicable law with respect to the Collateral, and do or cause to be done such further acts as may be reasonably necessary or proper and not inconsistent with the Financing Orders in Administrative Agent's opinion to evidence, perfect, maintain and enforce the security interests of Administrative Agent, and the priority thereof, in the Collateral and to otherwise effectuate the provisions or purposes of this Ratification Agreement, any of the other Loan Documents or the Financing Orders. Upon the request of Administrative Agent, at any time and from time to time, Borrower and Guarantors shall, at their cost and expense, do, make, execute, deliver and record, register or file updates to the filings of Administrative Agent with respect to the Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, the financing statements, mortgages, deeds of trust, deeds to secure debt, and other instruments, acts, pledges, assignments and transfers and will deliver to Administrative Agent such instruments evidencing items of Collateral as may be requested by Administrative Agent.

11.3 Headings. The headings used herein are for convenience only and do not constitute matters to be considered in interpreting the Ratification Agreement.

11.4 Counterparts. This Ratification Agreement, any documents executed in connection herewith and any notices delivered under this Ratification Agreement, may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in

Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Administrative Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on the Ratification Agreement or on any notice delivered to Administrative Agent under the Ratification Agreement. The Ratification Agreement and any notices delivered under the Ratification Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of the Ratification Agreement and any notices as set forth herein will be as effective as delivery of a manually executed counterpart of the Ratification Agreement or notice.

11.5 Additional Events of Default. The parties hereto acknowledge, confirm and agree that the failure of Borrower and Guarantors to comply with any of the covenants, conditions and agreements contained herein or in any other agreement, document or instrument at any time executed by any Borrower in connection herewith shall constitute an Event of Default under the Loan Documents.

11.6 Costs and Expenses. Subject to the terms of the Financing Order, Borrower and Guarantors shall pay to Administrative Agent on demand all costs and expenses that Administrative Agent pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of the Ratification Agreement and the other Loan Documents and the Financing Order. Subject to the terms of the Financing Order, the foregoing shall not be construed to limit any other provisions of the Loan Documents regarding costs and expenses to be paid by Borrower and Guarantors. Subject to the terms of the Financing Order, all sums provided for in this Section 11.6 shall be part of the Obligations, shall be payable on demand, and shall accrue interest after demand for payment thereof at the highest rate of interest then payable under the Loan Documents. Administrative Agent is hereby irrevocably authorized to charge any amounts payable hereunder directly to any of the account(s) maintained by Administrative Agent with respect to Borrower and Guarantors.

11.7 Effectiveness. The Ratification Agreement shall become effective upon the execution hereof by the Debtors, Administrative Agent and Lenders and the entry of the Interim Financing Order.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Ratification Agreement to be duly executed as of the day and year first above written.

LOAN PARTIES:

GROFF TRACTOR HOLDINGS, LLC, as debtor
and debtor-in-possession

By: _____
Name: Ross Gatlin
Title: Manager

DEALER 2023, LLC, as debtor and debtor-in-
possession

By: _____
Name: Charles Collie
Title: Manager

GROFF TRACTOR MID ATLANTIC, LLC, as
debtor and debtor-in-possession

By: _____
Name: Charles Collie
Title: Manager

GROFF RESOURCES HOLDINGS LLC, as debtor
and debtor-in-possession

By: _____
Name: Ross Gatlin
Title: Manager

AGENT:

ADMINISTRATIVE AGENT AND LENDER:

MANUFACTURERS AND TRADERS TRUST
COMPANY

By: _____

Name: Wendy Andrus

Title: Senior Vice President

LENDERS:

COMERICA BANK

By: _____

Name: _____

Title: _____

PEAPACK PRIVATE BANK & TRUST, formerly
known as PEAPACK-GLADSTONE BANK

By: _____
Name: _____
Title: _____

EXHIBIT A
to
RATIFICATION AND AMENDMENT AGREEMENT

DIP Budget

(See attached)

EXHIBIT B
to
RATIFICATION AND AMENDMENT AGREEMENT

SCHEDULE 1
COMMITMENTS⁷

	Revolving Commitment	Supplemental DIP Loan Commitment	Total Commitment	Percentage
Lender:	\$	\$	\$	%
Manufacturers and Traders Trust Company				62.5000%
Comerica Bank				25.0000%
Peapack Gladstone				12.5000%
TOTALS:	[\$75,468,891]	[\$2,700,000]	[\$78,168,891]	100%

⁷ All amounts subject to confirmation

EXHIBIT B

EXHIBIT C