

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

In re:	)	
	)	Chapter 11
	)	
LUCKY BUCKS, LLC, <i>et al.</i> ,	)	Case No. 23-10758 (KBO)
	)	
Debtors. ¹	)	(Joint Administration Requested)
	)	
	)	

**OPCO DEBTORS’ MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS
(I) AUTHORIZING THE OPCO DEBTORS TO (A) OBTAIN POSTPETITION
FINANCING, AND (B) USE CASH COLLATERAL; (II) GRANTING LIENS AND
PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS;
(III) GRANTING ADEQUATE PROTECTION TO THE PREPETITION OPCO
SECURED PARTIES; (IV) MODIFYING THE AUTOMATIC STAY; (V) SCHEDULING
FINAL HEARING; AND (VI) GRANTING RELATED RELIEF**

The OpCo Debtors respectfully state as follows.

Preliminary Statement

1. The OpCo DIP Facility will provide the OpCo Debtors with \$20.5 million in new funded capital that is necessary to fund the OpCo Debtors’ Chapter 11 Cases and their reorganized businesses. This facility is backstopped by the members of an *ad hoc* group of term lenders (the “TL Ad Hoc Group”) and an *ad hoc* group of revolving loan lenders (the “RC Ad Hoc Group” and, together with the TL Ad Hoc Group, the “Ad Hoc Groups”) under the Prepetition OpCo First Lien Credit Agreement, but will be made available to all Prepetition OpCo First Lien Lenders on a *pro rata* basis. The OpCo DIP Facility is a key component of the holistic restructuring that the

¹ The Debtors in these chapter 11 cases (the “Chapter 11 Cases”), along with the last four digits of each Debtor’s federal identification number, include: (i) Lucky Bucks, LLC (“Lucky Bucks”) (4376); (ii) Lucky Bucks HoldCo, LLC (“HoldCo” and, together with Lucky Bucks, the “OpCo Debtors”) (0081), and (iii) Lucky Bucks Holdings LLC (“Holdings”) (3221). The Debtors’ primary mailing address is 5820 Live Oak Parkway, Suite 300, Norcross, Georgia 30093.

OpCo Debtors have negotiated prepetition with the Ad Hoc Groups and that is reflected in the Restructuring Support Agreement and the prepackaged OpCo Plan. Additionally, the OpCo DIP Facility provides for the roll-up of \$61.5 million of existing obligations under the Prepetition OpCo First Lien Credit Agreement. Finally, the OpCo DIP Facility provides that its entire principal balance can be converted, in accordance with the provisions of the OpCo Plan, into the OpCo Exit Facility, which will help provide the reorganized OpCo Debtors with the liquidity they need post-emergence.

2. The OpCo Debtors believe the OpCo DIP Facility is fair, reasonable, and in the best interests of the OpCo Debtors and their estates. The liquidity provided by the OpCo DIP Facility is essential to the continued operation of the OpCo Debtors' businesses.

3. The Debtors have negotiated the Restructuring Support Agreement, OpCo DIP Facility and the OpCo Plan with the Ad Hoc Groups as a holistic package to provide for the comprehensive restructuring of the OpCo Debtors. Moreover, without the roll-up, the members of the Ad Hoc Groups would not have provided the New Money OpCo DIP Loans or consented to the use of Cash Collateral and priming of their liens. As such, the OpCo Debtors believe the OpCo DIP Facility (including the roll-up) is fair, reasonable, and appropriate and is the best—and only—option available to the OpCo Debtors.

Relief Requested

4. By this motion (the "Motion"), the OpCo Debtors seek entry of interim and final orders (the "OpCo Interim DIP Order" and the "OpCo Final DIP Order," respectively, and, together, the "OpCo DIP Orders"), (a) authorizing them to obtain postpetition financing and to use cash collateral, (b) granting priming liens and superpriority administrative claims, (c) granting adequate protection to prepetition secured parties, (d) modifying the automatic stay, and

(e) granting certain related relief. A proposed form of the OpCo Interim DIP Order is attached to this Motion as Exhibit A.

5. In support of this Motion, the OpCo Debtors are concurrently filing the *Declaration of James Boyden in Support of Debtors' Chapter 11 Petitions and First Day Relief* (the "First-Day Declaration") and the *Declaration of Gregory Berube in Support of the OpCo DIP Financing Motion* (the "OpCo DIP Declaration").²

6. As required by Rules 4001(b)(1)(B) and 4001(c)(1)(B) of the Federal Rules of Bankruptcy Procedures (the "Bankruptcy Rules") and Rule 4001-2(a)(i) of the Local Rules of Bankruptcy Practice and Procedure of the U.S. Bankruptcy Court for the District of Delaware (the "Local Rules"), the following chart sets forth a summary of the material terms of the proposed OpCo DIP Facility (as defined in the OpCo DIP Term Sheet attached hereto as Exhibit B) and of the terms for the OpCo Debtors' proposed use of Cash Collateral.

Summary of Material Terms

Term	Summary	Citation
DIP Facility and Borrowing Limits Bankr. R. 4001(c)(1)(B), Loc. R. 4001-2(a)(i)(A)	The OpCo DIP Facility shall be available from the Interim Closing Date (as defined in the OpCo DIP Term Sheet) to the Maturity Date (as defined below), unless terminated earlier pursuant to the terms described below or the OpCo DIP Orders. The OpCo Borrower (as defined below) may request draws under the OpCo DIP Facility (as defined in the OpCo DIP Term Sheet) on the dates set forth below by delivering a notice of borrowing to the OpCo DIP Agent, duly executed by an authorized officer of the OpCo Borrower: (i) <u>Initial OpCo DIP Loans</u>: On the Interim Closing Date, the OpCo Borrower may request loans in an aggregate principal amount equal to \$58,000,000 consisting of (a) \$14,500,000 of new money term loans (the "<u>Initial New Money OpCo DIP Loans</u>") and (b) \$43,500,000 of existing obligations under the Prepetition OpCo First Lien Credit Agreement	See OpCo DIP Term Sheet, "Availability Period"

² Capitalized terms used but not defined in this Motion have the meanings ascribed to them in the First Day Declaration, the OpCo DIP Declaration or the OpCo DIP Term Sheet, as applicable.

Term	Summary	Citation
	that are converted on a dollar for dollar basis on the Interim Closing Date into the OpCo DIP Facility (the “<u>Initial Rolled Term Loans</u>”, and together with the Initial New Money OpCo DIP Loans, the “<u>Initial OpCo DIP Loans</u>”) to be provided by the OpCo DIP Lenders or Fronting Lender holding an OpCo DIP Commitment with respect to Initial New Money OpCo DIP Loans at such time, pursuant to mechanics agreed to by the OpCo Borrower and the Required OpCo Backstop Lenders (as defined in the OpCo DIP Term Sheet), strictly in accordance with the Approved OpCo DIP Budget (as defined below) (after giving effect to the Permitted Variances (as defined below)), subject to the satisfaction or any waiver by the Required OpCo Backstop Lenders of the conditions precedent described under the section below entitled “Conditions Precedent to the Initial OpCo DIP Loans on the Interim Closing Date” and otherwise in accordance with the provisions of the OpCo DIP Term Sheet and the “Use of Proceeds” Section hereof and the terms of the OpCo Interim DIP Order; and (ii) <u>Final OpCo DIP Loans</u>: Upon entry of the OpCo Final DIP Order (as defined below), the OpCo Borrower shall request loans in an aggregate principal amount equal to \$24,000,000, consisting of (a) \$6,000,000 of new money term loans (the “<u>Final New Money OpCo DIP Loans</u>”, and together with the Initial New Money OpCo DIP Loans, the “<u>New Money OpCo DIP Loans</u>”) and (b) \$18,000,000 of existing obligations under the Prepetition OpCo First Lien Credit Agreement that are converted on a dollar for dollar basis on the OpCo Final DIP Order Entry Date into the OpCo DIP Facility (the “<u>Final Rolled Term Loans</u>” and, together with the Initial Rolled Term Loans, the “<u>Rolled Term Loans</u>”; the Final New Money OpCo DIP Loans together with the Final Rolled Term Loans, the “<u>Final OpCo DIP Loans</u>”; the Initial OpCo DIP Loans together with the Final OpCo DIP Loans, the “<u>OpCo DIP Loans</u>”) to be provided by the OpCo DIP Lenders or Fronting Lender holding an OpCo DIP Commitment with respect to Final New Money OpCo DIP Loans at such time, strictly in accordance with the Approved OpCo DIP Budget (after giving effect to the Permitted Variances), subject to the satisfaction or any waiver by the Required OpCo Backstop Lenders of the conditions	

Term	Summary	Citation
	precedent described under the section below entitled “Conditions Precedent to the Final OpCo DIP Loans on the OpCo Final DIP Order Entry Date” and in accordance with the provisions of the OpCo DIP Term Sheet and the “Use of Proceeds” Section hereof and the terms of the OpCo Final DIP Order . The OpCo DIP Lenders or Fronting Lender holding an OpCo DIP Commitment with respect to Initial New Money OpCo DIP Loans shall fund the Initial New Money OpCo DIP Loans by wire transfer of immediately available funds no later than 11:00 a.m., New York City time, one (1) Business Day after entry of the OpCo Interim DIP Order to the account of the OpCo DIP Agent, and the OpCo DIP Agent shall fund the Initial New Money OpCo DIP Loans to the OpCo Borrower by wire transfer of immediately available funds on such date. Upon the funding of the Initial New Money OpCo DIP Loans to the OpCo Borrower, the Initial Rolled Term Loans shall be immediately converted from Prepetition OpCo First Lien Loans (as defined below). The OpCo DIP Lenders or Fronting Lender holding an OpCo DIP Commitment with respect to Final New Money OpCo DIP Loans shall fund the Final New Money OpCo DIP Loans by wire transfer of immediately available funds no later than 2:00 p.m., New York City time, one (1) Business Day prior to the requested funding date for the Final OpCo DIP Loans to the account of the OpCo DIP Agent. Upon the funding of the Final New Money OpCo DIP Loans to the OpCo Borrower, the Final Rolled Term Loans shall be immediately converted from Prepetition OpCo First Lien Loans.	
Borrower Bankr. R. 4001(c)(1)(B)	Lucky Bucks (the “ <u>OpCo Borrower</u> ”).	<i>See</i> OpCo DIP Term Sheet, “OpCo Borrower”
Guarantors and Joint Liability Bankr. R. 4001(c)(1)(B), Loc. R. 4001-2(a)(i)(J)	HoldCo shall guaranty the OpCo DIP Obligations (as defined below). Holdings shall provide a limited unsecured guaranty of the OpCo DIP Obligations used to fund the OpCo Holdings DIP Tranche (as defined in the Supplemental Implementation Term Sheet).	<i>See</i> OpCo DIP Term Sheet, “OpCo Guarantor” and “Limited Guarantor”
Lenders Bankr. R. 4001(c)(1)(B)	Participation in the OpCo DIP Facility shall be offered to all Consenting Prepetition Lenders who have joined the Restructuring Support Agreement as of the Petition Date, and shall be backstopped by the OpCo Backstop Lenders in the amounts set forth on Annex A to the OpCo DIP Term Sheet (all such participating lenders, collectively, the “ <u>OpCo DIP Lenders</u> ” and,	<i>See</i> OpCo DIP Term Sheet, “OpCo DIP Lenders”

Term	Summary	Citation
	individually, each an “OpCo DIP Lender”).	
Administrative Agent Bankr. R. 4001(c)(1)(B)	Wilmington Savings Fund Society, FSB, or an agent reasonably acceptable to the OpCo Borrower and the Required OpCo Backstop Lenders (as defined below) shall be the sole administrative agent and collateral agent for the OpCo DIP Facility (in such capacities, the “OpCo DIP Agent”).	See OpCo DIP Term Sheet, “OpCo Agent”
Interest Rate Bankr. R. 4001(c)(1)(B), Loc. R. 4001(2)(i)(B)	Interest will be payable on the unpaid principal amount of all OpCo DIP Loans at a rate per annum equal to the Adjusted Term SOFR Rate (to be defined in a customary manner) for the one-month interest period then in effect <u>plus</u> 10.00%.	See OpCo DIP Term Sheet, “Interest Rate”
Use of Proceeds Bankr. R. 4001(c)(1)(B), Loc. R. 4001(2)(i)(L)	The OpCo Debtors shall use the proceeds of the OpCo DIP Facility and Cash Collateral strictly in accordance with the OpCo DIP Term Sheet, the OpCo DIP Facility Documents (if applicable), the OpCo DIP Orders and the Approved OpCo DIP Budget (after giving effect to the Permitted Variances), for (a) working capital and general corporate purposes of the OpCo Debtors, including for the payment of OpCo Debtor professional fees allocated to the OpCo Chapter 11 Cases consistent with the terms of the Restructuring Support Agreement, (b) bankruptcy-related costs and expenses in respect of the OpCo Chapter 11 Cases, (c) costs and expenses related to the OpCo DIP Facility, (d) making adequate protection payments to or for the benefit of the Prepetition OpCo Secured Parties, (e) solely in the case of the OpCo Holdings DIP Tranche (as defined in the Supplemental Implementation Term Sheet), funding a portion of the debtor in possession term loan facility of Holdings and (f) any other purposes specifically set forth in the Approved OpCo DIP Budget. No Cash Collateral or proceeds of the OpCo DIP Facility may be used by the OpCo Debtors or any other entity to investigate, challenge, object to or contest the validity, security, perfection, priority, extent or enforceability of any amount due under, or the liens or claims granted under or in connection with, the OpCo DIP Facility or the Prepetition OpCo First Lien Credit Agreement; provided that any official committee of unsecured creditors appointed in the OpCo Chapter 11 Cases may use up to \$50,000 in the aggregate to investigate (but not otherwise commence any challenge or object to or otherwise prosecute) any such claims or causes of action. Other than with respect to the proceeds of the OpCo DIP Loans used to fund the OpCo Holdings DIP Tranche, no Cash Collateral or proceeds of the OpCo DIP Facility may be distributed by the OpCo Debtors to, or used by the OpCo Debtors for the benefit of Holdings or any non-OpCo Debtor affiliates of Holdings, including, in	See OpCo DIP Term Sheet, “Use of Proceeds”

Term	Summary	Citation
	each case, for payment of any professional fees or any costs or expenses, except for line item disbursements specifically provided for in the Approved OpCo DIP Budget. Moreover, other than with respect to the Investigation Expenses, no Cash Collateral or proceeds of the OpCo DIP Facility may be used to pay any fees and expenses associated with any official committee of unsecured creditors appointed in the OpCo Chapter 11 Cases, and payment of such fees and expenses shall be the sole responsibility of Holdings.	
Maturity Bankr. R. 4001(c)(1)(B)	The OpCo DIP Loans (together with all other OpCo DIP Obligations) shall mature and be due and payable on the earliest to occur of the following (such date, the “<u>Maturity Date</u>”): (i) 120 calendar days after the Petition Date (the “<u>Initial Maturity Date</u>”); <i>provided</i> that the Initial Maturity Date may be extended with the prior written consent of the Required OpCo DIP Lenders in their sole discretion for up to 1 additional 30-day period; (ii) the date of substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the “effective date” thereof) of a plan of reorganization filed in the OpCo Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court; (iii) the date the Bankruptcy Court orders the conversion of the bankruptcy case of any of the OpCo Debtors to a liquidation pursuant to chapter 7 of the Bankruptcy Code; and (iv) the date of acceleration of all or any portion of the OpCo DIP Loans and the termination of the OpCo DIP Commitments upon the occurrence of an Event of Default (as defined below).	See OpCo DIP Term Sheet, “Maturity Date”
Prepayment Penalty Loc. R. 4001-2(a)(i)(I)	Optional prepayments of the OpCo DIP Loans will not be permitted.	See OpCo DIP Term Sheet, “Optional Prepayments”
Conditions to Closing and Borrowing Bankr. R. 4001(c)(1)(B), Loc. R. 4001-2(a)(i)(E)	The OpCo DIP Orders and OpCo DIP Facility Documents include standard and customary conditions of borrowing, the satisfaction of which is a condition precedent to the obligations of the DIP Lenders to fund the OpCo DIP Facility.	See OpCo DIP Term Sheet, “Conditions Precedent to the Initial OpCo DIP Loans on the Interim Closing Date” and “Conditions Precedent to the Final OpCo DIP Loans on the OpCo Final DIP Order Entry Date”

Term	Summary	Citation
Fees and Expenses Bankr. R. 4001(c)(1)(B), Loc. R. 4001(2)(i)(B)	The OpCo Debtors shall pay the following premiums and fees: (a) to the OpCo Backstop Lenders, on a pro rata basis in accordance with their initial OpCo DIP Commitments, 5.00% of the aggregate principal amount of such new money OpCo DIP Commitments (the “<u>OpCo DIP Backstop Premium</u>”), payable in cash on the initial OpCo DIP Commitments held by the OpCo Backstop Lenders, earned upon execution of the commitment letter to which the OpCo DIP Term Sheet is attached (the “<u>OpCo DIP Commitment Letter</u>”) and payable solely upon the occurrence of the Interim Closing Date; (b) to the OpCo DIP Lenders, on a pro rata basis in accordance with their OpCo DIP Commitments and OpCo DIP Loans: (i) 4.00% of the aggregate principal amount of the OpCo DIP Commitments (the “<u>OpCo DIP Commitment Premium</u>”), payable in cash on the commitments in respect of the New Money OpCo DIP Loans, earned upon execution of the OpCo DIP Commitment Letter and payable solely upon the occurrence of the Interim Closing Date; (ii) 3.00% of the funded amount of the Initial New Money OpCo DIP Loans (the “<u>Initial OpCo Exit Premium</u>”), earned upon the Interim Closing Date, and 3.00% of the funded amount of the Final New Money OpCo DIP Loans (the “<u>Final OpCo Exit Premium</u>”, and together with the Initial OpCo Exit Premium, collectively, the “<u>OpCo Exit Premium</u>”), earned on the OpCo Final DIP Order Entry Date, and in each case payable in cash on the Maturity Date (or, if earlier, any mandatory prepayment of the applicable New Money OpCo DIP Loans, whether as a result of acceleration or otherwise); and (iii) In the event that all or any portion of the Initial New Money OpCo DIP Loans or the Final New Money OpCo DIP Loans are repaid or prepaid as a result of a mandatory prepayment solely as a result of an asset sale of all or substantially all of the assets of the OpCo Debtors (other than in connection with any Credit Bid (as defined in the OpCo DIP Term Sheet) of the Prepetition OpCo First Lien Claims for a non-ordinary course sale of the OpCo Debtors’ assets pursuant to section 363 of the Bankruptcy Code that results in the OpCo DIP Lenders owning a majority of the	See OpCo DIP Term Sheet, “OpCo DIP Premiums and Fees”

Term	Summary	Citation
	equity interests of the OpCo Debtors), a premium in an aggregate amount equal to 10.00% of the aggregate principal amount of such New Money OpCo DIP Loans so prepaid or repaid (the foregoing premium, the “<u>OpCo Redemption Premium</u>”); (c) to the OpCo DIP Agent, an agency fee as set forth in a letter agreement between the OpCo DIP Agent and the OpCo Borrower (the “<u>OpCo Agency Fee</u>” and, together with the OpCo DIP Backstop Premium, the OpCo DIP Commitment Premium, the OpCo Exit Premium and the OpCo Redemption Premium, if applicable, the “<u>OpCo DIP Premiums and Fees</u>”), payable in accordance with the terms of such letter agreement; and (d) to the Fronting Lender, any fronting or seasoning fees in connection with the fronting of the New Money OpCo DIP Loans as set forth in the Fronting Fee Letter.	
DIP Liens and Priorities Bankr. R. 4001(c)(1)(B), (B)(i), Loc. R. 4001-2(a)(i)(U), 4001-2(a)(i)(G)	All OpCo DIP Loans and other liabilities and obligations owed to the OpCo DIP Lenders and the OpCo DIP Agent under or in connection with the OpCo DIP Term Sheet, the OpCo DIP Facility Documents and/or the OpCo DIP Orders (collectively, the “<u>OpCo DIP Obligations</u>”), in all cases subject to (a) the Carve Out and (b) the Prepetition OpCo Permitted Liens (as defined below), shall be pursuant to: (i) section 364(c)(1) of the Bankruptcy Code, entitled to superpriority administrative expense claim status in the OpCo Chapter 11 Cases with priority over any and all administrative expenses, whether heretofore or hereafter incurred, of the kind specified in sections 503(b) or 507(a) of the Bankruptcy Code; (ii) section 364(c)(2) of the Bankruptcy Code, secured by a fully perfected first-priority lien on the OpCo DIP Collateral (as defined below), to the extent that such OpCo DIP Collateral is not subject to the Prepetition OpCo Permitted Liens; (iii) section 364(c)(3) of the Bankruptcy Code, secured by a fully perfected junior lien on OpCo DIP Collateral, to the extent such OpCo DIP Collateral is subject to a Prepetition OpCo Permitted Lien; and (iv) section 364(d)(1) of the Bankruptcy Code, secured by a fully perfected first-priority priming lien on OpCo DIP Collateral (including the Prepetition OpCo First Liens (as	See OpCo DIP Term Sheet, “First Priority Security Interest”

Term	Summary	Citation
	defined below)); <i>provided</i> that such lien shall be subordinate to the Prepetition OpCo Permitted Liens (collectively, the liens described in clauses (ii), (iii) and (iv), the “<u>OpCo DIP Liens</u>”). The OpCo DIP Liens shall not be made <i>pari passu</i> with, or subordinated to, any other liens or security interests (whether currently existing or hereafter created), subject in each case only to the Carve Out and Prepetition OpCo Permitted Liens. As used in the OpCo DIP Term Sheet, “<u>Prepetition OpCo Permitted Liens</u>” shall mean certain liens senior by operation of law and otherwise permitted by the Prepetition OpCo First Lien Credit Agreement (solely to the extent any such permitted liens were valid, properly perfected, non-avoidable and senior in priority to the Prepetition OpCo First Liens (as defined below) as of the Petition Date, or valid, non-avoidable, senior priority liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code).	
Liens on Causes of Action Bankr. R. 4001(c)(1)(B)(xi)	Subject to the provisions set forth Paragraph 5 of the OpCo DIP Orders and entry of the OpCo Final DIP Order, the OpCo DIP Obligations shall be secured by valid, binding, continuing, enforceable, fully-perfected, non-avoidable, automatically and properly perfected liens on, and security interests in the proceeds (the “ <u>Avoidance Proceeds</u> ”) of claims and causes of action under Bankruptcy Code sections 502(d), 544, 545, 547, 548, and 550, or any other avoidance actions under the Bankruptcy Code	See OpCo Interim DIP Order ¶ 5
Non-Consensual Priming Loc. R. 4001-2(a)(i)(P)	The OpCo DIP Orders do not contemplate non-consensual priming liens.	
Application of Postpetition Financing to Prepetition Debt Loc. R. 4001-2(a)(i)(O)	(a) \$43,500,000 of existing obligations under the Prepetition OpCo First Lien Credit Agreement that are converted on a dollar for dollar basis on the Interim Closing Date into the OpCo DIP Facility, and (b) \$18,000,000 of existing obligations under the Prepetition OpCo First Lien Credit Agreement that are converted on a dollar for dollar basis on the Final DIP Order Entry Date into the OpCo DIP Facility.	See OpCo DIP Term Sheet, “Availability Period”
Carve Out Loc. R. 4001-2(a)(i)(F)	The OpCo DIP Orders provide a “Carve Out” of certain statutory fees and allowed professional fees of the OpCo Debtors pursuant to section 1103 of the Bankruptcy Code. The Carve Out is limited to (i) allowed professional fees incurred on or before the delivery of a Trigger Notice and (ii) up to \$1,000,000 for allowed professional fees incurred after the first business day following delivery of a Trigger Notice.	See OpCo Interim DIP Order ¶ 8

Term	Summary	Citation
Events of Default and Termination Events Bankr. R. 4001(c)(1)(B), Loc. R. 4001-2(a)(i)(M)	Each of the following shall constitute an “<u>Event of Default</u>”: (i) the entry of a final order with respect the OpCo DIP Facility, granting final approval of the OpCo DIP Facility and OpCo DIP Facility Documents in form or substance that is not acceptable to the Required OpCo DIP Lenders in their sole discretion; (ii) except as set forth in clause (xx) below, failure by any OpCo Debtor to be in compliance with provisions of the OpCo DIP Term Sheet (subject to applicable grace periods as set forth in any OpCo DIP Facility Document or any OpCo DIP Order, including a one (1) Business Day grace period for delivery of the Approved OpCo DIP Budgets, cash flow forecasts and Weekly Variance Reports; it being understood and agreed that a failure to comply with item (vii) (with respect to maintenance of existence and material licenses) or (ix) (with respect to the loss of any material license or the taking or failure to take any action that could reasonably be expected to result in the loss of any material license) of the section titled “Affirmative Covenants” above will result in an immediate Event of Default); (iii) any request made to the Bankruptcy Court by any OpCo Debtor for the reversal, modification, amendment, stay, reconsideration or vacatur of any OpCo DIP Order, as entered by the Bankruptcy Court; (iv) termination of the Restructuring Support Agreement in accordance with its terms, other than a termination of the Restructuring Support Agreement resulting from a breach thereof, or a breach of the OpCo DIP Term Sheet, any other OpCo DIP Facility Document or any OpCo DIP Order, in each case, by any OpCo DIP Lenders (whether in their capacities as OpCo DIP Lenders or parties to the Restructuring Support Agreement); (v) failure of any Milestone set forth in the OpCo DIP Term Sheet or any Milestone (as defined in the Restructuring Support Agreement) to be satisfied by the specified deadline therefor (in each case, as then in effect after giving effect to any extensions, waivers or amendments thereto made in accordance with the requirements of the OpCo DIP Term Sheet or the Restructuring Support Agreement, as applicable); (vi) failure of any representation or warranty to be true and correct in all material respects (or, to the extent qualified by materiality or Material Adverse Change, in all respects) when made; (vii) the filing of any application by any OpCo Debtor for the approval of (or an order is entered by the Bankruptcy Court approving) any claim arising under section 507(b) of the Bankruptcy Code or any other provision of the Bankruptcy Code or any security,	See OpCo DIP Term Sheet, “Events of Default”

Term	Summary	Citation
	mortgage, collateral interest or other lien in any of the OpCo Chapter 11 Cases which is <i>pari passu</i> with or senior to the OpCo DIP Obligations, OpCo DIP Liens, Adequate Protection Claims, Adequate Protection Liens, or Prepetition OpCo First Lien Claims, excluding the OpCo Carve Out, the Prepetition OpCo Permitted Liens and liens arising under the OpCo DIP Orders; (viii) any OpCo Debtor (or any direct or indirect non-OpCo Debtor affiliate of an OpCo Debtor) commences (or supports) any action (other than an action permitted by the OpCo DIP Orders) against the OpCo DIP Agent or any OpCo DIP Lender or any of their agents or employees, to subordinate or avoid any liens granted hereunder, under any other OpCo DIP Facility Document or under any OpCo DIP Order in favor of the OpCo DIP Lenders or OpCo DIP Agent; (ix) any OpCo Debtor (or any direct or indirect non-OpCo Debtor affiliate of an OpCo Debtor) commences (or supports) any action (other than an action permitted by the OpCo DIP Orders) against the Prepetition OpCo First Lien Agent or any Prepetition OpCo First Lien Lender or any of their agents or employees, to challenge, subordinate or avoid any claims or obligations arising, or liens granted, under the Prepetition OpCo First Lien Credit Agreement or under any other Loan Documents (as defined therein) or any other action against any Prepetition OpCo Secured Party, in its capacity as such; (x) (a) any OpCo Debtor files a pleading in any court seeking or supporting an order to revoke, reverse, stay, vacate, amend, supplement or otherwise modify the OpCo DIP Term Sheet, any other OpCo DIP Facility Document or any OpCo DIP Order, or the disallowance of any OpCo DIP Obligations, in whole or in part, or (b) any provision of the OpCo DIP Term Sheet, any other OpCo DIP Facility Document or any OpCo DIP Order, or any other order of the Bankruptcy Court approving the OpCo Debtors' use of Cash Collateral (as defined in the OpCo DIP Orders), shall for any reason cease to be valid and binding; (xi) without the prior written consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), the filing with the Bankruptcy Court of a motion seeking approval of a sale of all or substantially all assets of the OpCo Debtors under section 363 of the Bankruptcy Code that, in either case, does not provide for indefeasible payment in full in cash to the OpCo DIP Agent and the OpCo DIP Lenders of all OpCo DIP Obligations and does not provide for the indefeasible payment in full in cash to the Prepetition OpCo First Lien Agent and the Prepetition OpCo First Lien Lenders of the Adequate Protection Claims and the Prepetition OpCo First Lien	

Term	Summary	Citation
	Claims upon closing of such sale or the effective date of a plan pursuant to which such sale is made; (xii) the appointment in any of the OpCo Chapter 11 Cases of a trustee, receiver, examiner or responsible officer with enlarged powers (beyond those set forth in sections 1106(a)(3) and (a)(4) of the Bankruptcy Code) relating to the operation of the business of any OpCo Debtor; (xiii) the granting of relief from the automatic stay by the Bankruptcy Court to any other creditor or party in interest in the OpCo Chapter 11 Cases with respect to any portion of the OpCo DIP Collateral with an aggregate value in excess of \$50,000; (xiv) termination of the OpCo Interim DIP Order or the OpCo Final DIP Order, as applicable, other than as a result of repayment of the OpCo DIP Loans; (xv) the conversion of any OpCo Chapter 11 Case into a case pursuant to chapter 7 of the Bankruptcy Code; (xvi) the termination of any of the OpCo Debtors' exclusive right to propose a plan of reorganization under chapter 11 of the Bankruptcy Code; (xvii) a dismissal of any of the OpCo Chapter 11 Cases; (xviii) the filing of any chapter 11 plan or related disclosure statement that is inconsistent with the Restructuring Support Agreement; (xix) the filing of any motion seeking approval of a sale of any OpCo DIP Collateral (other than any sale permitted under "Negative Covenants"); or (xx) failure to pay (A) principal in full when due, including without limitation, on the Maturity Date, or (B) interest or other OpCo DIP Obligations or Adequate Protection Obligations in full within three (3) Business Days after the same becomes due.	
Milestones Bankr. R. 4001(c)(1)(B)(vi); Loc. R. 4001-2(a)(i)(H)	Milestones in respect of the OpCo Chapter 11 Cases including, but not limited to, the applicable milestones set forth in the Restructuring Support Agreement and the milestones listed below (as any such time and date may be extended with the written consent of the Required OpCo DIP Lenders (which consent may be confirmed via e-mail by counsel on behalf of the Required OpCo DIP Lenders), subject to Section 7 of the Restructuring Support Agreement (Amendments and Modifications)): (i) on the Petition Date, the OpCo Debtors shall file with the Bankruptcy Court the OpCo Plan and Disclosure Statement; (ii) no later than six (6) calendar days after the	See OpCo DIP Term Sheet, "Milestones"

Term	Summary	Citation
	Petition Date, the Bankruptcy Court shall have entered the OpCo Interim DIP Order; (iii) no later than seven (7) calendar days after the Petition Date, the independent director of the Board of Directors of Holdings shall deliver to the Lender Advisors an interim update of his findings in respect of contract renewal churn; (iv) no later than fourteen (14) calendar days after the Petition Date, the independent director of the Board of Directors of Holdings shall deliver to the Lender Advisors a further interim update of his findings in respect of contract renewal churn; (v) no later than thirty-five (35) calendar days after the Petition Date, the Bankruptcy Court shall have entered the OpCo Final DIP Order ; (vi) no later than sixty (60) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order (as defined in the Restructuring Support Agreement) with respect to the OpCo Plan; and (vii) no later than five (5) calendar days after the later of (a) the receipt of any required approvals of the GLC or as otherwise may be required under the rules of the GLC or any other applicable COAM Law in connection with the Stand-Alone Restructuring Transactions and the occurrence of the OpCo Plan Effective Date and (b) the entry of the Confirmation Order, the OpCo Plan Effective Date shall have occurred.	
Waiver or Modification of Automatic Stay Bankr. R. 4001(c)(1)(B)(iv), Loc. R. 4001-2(a)(i)(S)	The automatic stay shall be modified and lifted to the extent necessary to permit the OpCo DIP Agent, the OpCo DIP Lenders or the Prepetition OpCo Secured Parties, as applicable, to provide any notices to the OpCo Debtors or take any other action as contemplated by and in accordance with the OpCo Interim DIP Order.	See OpCo Interim DIP Order ¶ 29
Limitation of Remedies upon Termination of DIP Loc. R. 4001-2(a)(i)(T)	The OpCo Debtors shall immediately provide notice to counsel to each of the OpCo DIP Agent, the OpCo DIP Lenders and the Prepetition OpCo First Lien Agent of the occurrence of any DIP Termination Event. Upon the occurrence of a DIP Termination Event (regardless of whether the OpCo Debtors have given the notice	See OpCo Interim DIP Order ¶ 13

Term	Summary	Citation
	described in the previous sentence), the commitment of each OpCo DIP Lender to make New Money OpCo DIP Loans will be terminated to the extent any such commitment remains under the OpCo DIP Facility and the OpCo DIP Obligations or the Adequate Protection Obligations shall accelerate and become due and payable in full, and, following the giving of five (5) days' written notice (the "<u>Notice Period</u>"), which may be by email (the "<u>Enforcement Notice</u>"), by the OpCo DIP Agent (at the direction of the Required OpCo DIP Lenders) to counsel to the OpCo Debtors, the U.S. Trustee, and counsel to any official committee of unsecured creditors, (i) the use of Cash Collateral shall terminate, (ii) the OpCo DIP Agent, acting at the direction of the Required OpCo DIP Lenders, may seek an expedited hearing to seek relief from the automatic stay to foreclose upon the OpCo DIP Collateral and enforce any other rights and remedies against the OpCo DIP Collateral available to it under the OpCo Interim DIP Order, the OpCo DIP Term Sheet, the other OpCo DIP Facility Documents and applicable non-bankruptcy law, and (iii) the Prepetition OpCo Secured Parties may seek to exercise any rights and remedies to satisfy the Adequate Protection Claims and any other Adequate Protection Obligations, subject to the OpCo DIP Liens, the DIP Superpriority Claims and the Carve Out. The automatic stay pursuant to Bankruptcy Code section 362 shall be automatically terminated to (1) permit the OpCo DIP Agent to deliver the Enforcement Notice, (ii) terminate the OpCo DIP Commitments and accelerate the OpCo DIP Obligations, and (iii) terminate the use of Cash Collateral at the end of the Notice Period. For the avoidance of doubt, the only permissible reason for the OpCo Debtors to contest, challenge or object to the termination of Cash Collateral shall be solely with respect to the validity of the OpCo DIP Termination Event(s) giving rise to the Enforcement Notice (i.e., whether such DIP Termination Event(s) validly occurred or has not been cured or waived in accordance with OpCo Interim DIP Order or the OpCo DIP Facility Documents). The OpCo Debtors, the OpCo DIP Secured Parties, and the Prepetition OpCo Secured Parties agree not to oppose a request by any party for an expedited hearing filed during such Notice Period.	
Indemnification Bankr. R. 4001(c)(1)(B)(ix)	The OpCo Debtors will indemnify the OpCo DIP Lenders, the OpCo DIP Agent and their respective affiliates, and hold them harmless from and against all reasonable and documented out-of-pocket costs, expenses and liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the OpCo DIP Facility in accordance with, and subject to the limitations of, the OpCo DIP Facility Documents.	See OpCo Interim DIP Order ¶ 17(b)

Term	Summary	Citation
Entities with Interests in Cash Collateral / Adequate Protection Bankr. R. 4001(b)(1)(B)(i)	<u>Prepetition OpCo Secured Parties.</u> Subject only to the Carve Out and the terms of the OpCo Interim DIP Order, pursuant to Bankruptcy Code sections 361, 363(e) and 364, and in consideration of the stipulations and consents set forth herein, as adequate protection of their interests in the Prepetition Collateral (including Cash Collateral), for any aggregate Diminution in Value resulting from the Carve Out, the sale, lease or use of the Prepetition Collateral (including Cash Collateral), the imposition of the automatic stay pursuant to Bankruptcy Code section 362, and any other reason for which adequate protection may be granted under the Bankruptcy Code, the Prepetition OpCo Agent, for the benefit of the Prepetition OpCo Secured Parties, is hereby granted the following (collectively, the “<u>Adequate Protection Obligations</u>”); <i>provided that</i> the Prepetition OpCo First Lien Agent shall have no recourse to the Carve Out Reserves except to the extent of the Carve Out Security Interests on the terms herein, and the adequate protection will otherwise include: <u>Adequate Protection Liens.</u> The Prepetition OpCo First Lien Agent, for the benefit of itself and the other Prepetition OpCo Secured Parties (the “<u>Adequate Protection Parties</u>”), is hereby granted, as security for and solely to the extent of any Diminution in Value, additional and replacement valid, binding, enforceable, non-avoidable, effective and automatically perfected liens on, and security interest in (the “<u>Adequate Protection Liens</u>”) the OpCo DIP Collateral, excluding, for the avoidance of doubt, the Avoidance Actions, but including the Avoidance Proceeds (collectively, the “<u>Adequate Protection Collateral</u>”), without the necessity of the execution, recordation or other filing of any security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents. The Adequate Protection Liens shall be subject and junior only to the OpCo DIP Liens, the Prepetition OpCo Permitted Liens and the Carve Out; <u>Adequate Protection Claims.</u> As further adequate protection, and to the extent provided by Bankruptcy Code sections 503(b) and 507(b), the Adequate Protection Parties are hereby granted, as of the Petition Date, allowed administrative expense claims in each of the OpCo Chapter 11 Cases to the extent of any Diminution in Value (the “<u>Adequate Protection Claims</u>”). The Adequate Protection Claims shall be payable from and have recourse to all OpCo DIP Collateral and all proceeds thereof. Subject to the Carve Out and the DIP Superpriority Claims in all respects, the Adequate Protection Claims will not be junior or <i>pari passu</i> to any claims and shall have priority over all Administrative Expense Claims against each of the OpCo Debtors, now existing or hereafter arising, of any	See OpCo Interim DIP Order ¶ 10

Term	Summary	Citation
	kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 365, 503(a), 506(c) (subject to entry of a OpCo Final DIP Order), 507(a), 507(b), 546(c), 726, 1113 and 1114; <i>provided, that</i> the Prepetition OpCo Secured Parties shall not receive or retain any payments, property or other amounts in respect of the Adequate Protection Claims from the OpCo Debtors granted hereunder unless and until the OpCo DIP Obligations have been indefeasibly paid in full, in cash, or as otherwise provided in the OpCo DIP Facility Documents; <u>Interest.</u> As further adequate protection, the interest under the Prepetition OpCo Credit Facility shall accrue at the default rate and shall be payable in kind during the OpCo Chapter 11 Cases; <u>Adequate Protection Fees and Expenses.</u> As further adequate protection, the OpCo Debtors are authorized and directed to pay, in accordance with Paragraph 16 of the OpCo Interim DIP Order, the reasonable and documented prepetition and postpetition fees and expenses (the “<u>Adequate Protection Fees and Expenses</u>”) of the Prepetition OpCo Secured Parties as follows: (i) professionals retained by the ad hoc group of certain lenders under the TL Facility (the “<u>TL Ad Hoc Group</u>”), including but not limited to (A) Akin Gump Strauss Hauer & Feld LLP, as counsel, (B) Greenhill & Co., Inc., as financial advisor, (C) OnMessage Public Strategy (OMPS), as policy advisor, (D) Robbins Alloy Belinfante Littlefield LLC, as regulatory counsel, (E) Cole Schotz P.C., as Delaware counsel, and (F) Prairie Peak, LLC; (ii) professionals retained by the ad hoc group of certain lenders under the RC Facility (the “<u>RC Ad Hoc Group</u>”) including (A) Latham & Watkins LLP, as counsel, (B) McGuireWoods LLP, as counsel to Capital One N.A. solely with respect to reasonable and documented prepetition fees and expenses and subject to the fee caps set out in the OpCo DIP Commitment Letter and Term Sheet, and (C) Crowell & Moring LLP, as counsel to Keybank National Association solely with respect to reasonable and documented prepetition fees and expenses and subject to the fee caps set out in the OpCo DIP Commitment Letter and Term Sheet; and (iii) professionals retained by the Prepetition OpCo First Lien Agent, including but not limited to (A) ArentFox Schiff LLP, as counsel, and (B) Potter Anderson & Corroon LLP, as Delaware counsel (in each case in accordance with the terms of the engagement letters between such professionals and the Debtors). <u>Reporting.</u> As further adequate protection, the Prepetition OpCo Secured Parties shall be entitled to delivery of all reports and notices deliverable to the	

Term	Summary	Citation
	OpCo DIP Secured Parties pursuant to the OpCo DIP Facility Documents and the OpCo Interim DIP Order.	
Determination of Prepetition Claims and Liens Bankr. R. 4001(c)(1)(B)(iii)	Pursuant to the OpCo Interim DIP Order, the OpCo Debtors for themselves, their estates and all representatives of such estates, make the stipulations set forth in Paragraph E of the OpCo Interim DIP Order.	See OpCo Interim DIP Order ¶ E
Release of Estate Claims Bankr. R. 4001(c)(1)(B)(viii)	Effective upon entry of the OpCo Interim DIP Order, subject to the rights of parties in interest, other than the OpCo Debtors and the OpCo Debtors' estates, pursuant to Paragraphs 18 and 19 of the OpCo Interim DIP Order, each of the OpCo Debtors and the OpCo Debtors' estates, on its own behalf and on behalf of its past, present, and future predecessors, successors, heirs, subsidiaries, and assigns, hereby absolutely, unconditionally, and irrevocably releases and forever discharges and acquits the OpCo DIP Secured Parties, the Prepetition OpCo Secured Parties and their respective affiliates and each of their respective former or current officers, partners, directors, managers, owners, members, principals, employees, agents, related funds, investors, financing sources, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, solely in their capacities as such (collectively, the "Released Parties"), from any and all obligations and liabilities to the OpCo Debtors (and their successors and assigns) and from any and all claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions, and causes of action arising prior to the Petition Date of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract tort or under any state or federal law or otherwise, arising out of or related to the OpCo DIP Facility, the OpCo DIP Obligations, the OpCo DIP Liens, the OpCo DIP Facility Documents, the Prepetition OpCo Credit Facility, the Prepetition OpCo First Lien Obligations, the Prepetition OpCo First Liens, the obligations owing and the financial obligations made thereunder, the negotiation of any of the foregoing and the agreement reflected thereby, in each case that the OpCo Debtors at any time had, now have or may have, or that their successors or assigns hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause, or thing whatsoever arising at any time on or prior to the date of entry of the OpCo Interim DIP Order; provided that nothing herein shall relieve the Released Parties from fulfilling their obligations under the OpCo DIP Facility Documents and the OpCo Interim DIP Order.	See OpCo Interim DIP Order ¶ 20

Term	Summary	Citation
Challenge Period Bankr. R. 4001(c)(1)(B)(iii), (viii), Loc. R. 4001-2(a)(i)(Q)	The acknowledgments, stipulations, admissions, waivers and releases contained in the OpCo Interim Order shall be binding upon the OpCo Debtors, their estates, and any successor or assigns thereto upon entry of the OpCo Interim DIP Order. The acknowledgments, stipulations, admissions, waivers and releases contained in the OpCo Interim DIP Order shall also be binding upon all other parties in interest, including any official committee of unsecured creditors, or any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors (a “Trustee”), unless (i) such party, having obtained the requisite standing, has duly filed an adversary proceeding challenging the validity, perfection, priority, extent, or enforceability of the Prepetition OpCo First Liens or the Prepetition OpCo First Lien Obligations, or otherwise asserting or prosecuting any other claims, counterclaims or causes of action, objections, contests, or defenses against the Prepetition OpCo Secured Parties in connection with any matter related to the Prepetition OpCo First Lien Credit Agreement, the HoldCo Guarantee, the other Prepetition OpCo First Lien Credit Documents, the Prepetition Collateral, the Prepetition OpCo First Liens, or the Prepetition OpCo First Lien Obligations (each, a “ <u>Challenge</u> ”) against the Prepetition Secured Parties or any of their affiliates or representatives in connection with any matter related to the Prepetition Credit Agreement, the Holdco Guarantee, the Prepetition Collateral, the Prepetition Liens, or the Prepetition Obligations by no later than the earlier of (A) commencement of a hearing to consider the confirmation of a chapter 11 plan for the OpCo Debtors, (B) entry of an order under Bankruptcy Code section 363 approving the sale of all or substantially all of the OpCo Debtors’ assets or (C) 75 calendar days from the entry of the OpCo Interim DIP Order, subject to further written extension (which writing may be in the form of e-mail by counsel) by the Prepetition OpCo First Lien Agent (at the direction of the requisite Prepetition OpCo First Lien Lenders in accordance with the Prepetition OpCo First Lien Credit Agreement) and the Required Consenting Lenders (the “ <u>Challenge Period</u> ”); <i>provided that</i> in the event that, prior to the expiration of the Challenge Period, (x) either of the OpCo Debtors’ Chapter 11 Cases is converted to a Successor Case or (y) a Trustee is appointed, then, in each such case, the Challenge Period shall be extended for a period of 30 days solely with respect to any Trustee, commencing on the occurrence of either of the events described in the foregoing clauses (x) and (y); and (ii) an order is entered by a court of competent jurisdiction and becomes final and non-appealable in favor of the plaintiff sustaining any Challenge in such duly filed adversary proceeding.	See OpCo Interim DIP Order ¶ 18
Uses of Cash Collateral	The Motion seeks authorization for the OpCo Debtors to	See OpCo Interim DIP

Term	Summary	Citation
Bankr. R. 4001(b)(1)(B)(ii)	use all Cash Collateral until the occurrence of a DIP Termination Event (as defined below) solely in accordance with the OpCo DIP Facility Documents and the OpCo Interim DIP Order to the extent set forth in the Approved OpCo DIP Budget, including, without limitation, to make payments on account of the Adequate Protection Obligations (as defined below) and other obligations provided for in the OpCo Interim DIP Order. Nothing in the OpCo Interim DIP Order shall authorize (a) the disposition of any assets of the OpCo Debtors outside the ordinary course, or any OpCo Debtor's use of any Cash Collateral or other proceeds resulting therefrom, or (b) use of Cash Collateral for the benefit of Holdings or any non-Debtor affiliate of the OpCo Debtors, except as expressly permitted by the OpCo DIP Facility Documents and the OpCo Interim DIP Order and the Approved OpCo DIP Budget, as applicable.	Order ¶ 2
Use of Funds for Investigation Loc. R. 4001-2(a)(i)(L)	None of the OpCo DIP Facility, the OpCo DIP Collateral, the Prepetition Collateral or the proceeds thereof, including Cash Collateral, or the Carve Out may be used: (i) to investigate, initiate, prosecute, join, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, or other litigation of any type (a) against any of the OpCo DIP Secured Parties or the Prepetition OpCo Secured Parties (each in their capacities as such) under the OpCo DIP Facility Documents, the OpCo Interim DIP Order or the Prepetition OpCo First Lien Credit Documents, including, without limitation, for the payment of any services rendered by the professionals retained by the OpCo Debtors or any official committee of unsecured creditors in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of any of the OpCo DIP Secured Parties or the Prepetition OpCo Secured Parties to recover on the OpCo DIP Collateral or the Prepetition Collateral, or seeking affirmative relief against any of the OpCo DIP Agent, the OpCo DIP Lenders or the Prepetition OpCo Secured Parties related to the OpCo DIP Obligations, or the Prepetition OpCo First Lien Obligations, (b) seeking to invalidate, set aside, avoid or subordinate, in whole or in part, the OpCo DIP Obligations, the DIP Superpriority Claims, or the OpCo DIP Agent's and the OpCo DIP Lenders' liens or security interests in the OpCo DIP Collateral or the Prepetition OpCo First Lien Obligations or the Prepetition OpCo First Liens or (c) for monetary, injunctive, or other affirmative relief against the OpCo	See OpCo Interim DIP Order ¶ 18(a)

Term	Summary	Citation
	DIP Agent, the OpCo DIP Lenders or the Prepetition OpCo Secured Parties (each in their capacities as such), or their respective liens on or security interests in the OpCo DIP Collateral or the Prepetition Collateral, the DIP Superpriority Claims, the Adequate Protection Obligations or the Prepetition First Lien Obligations that would impair the ability of any of the OpCo DIP Agent, the OpCo DIP Lenders, or the Prepetition OpCo Secured Parties to assert or enforce any lien, claim, right or security interest or to realize or recover on the OpCo DIP Obligations, the Adequate Protection Obligations or the Prepetition OpCo First Lien Obligations to the extent permitted or provided hereunder; (ii) for objecting to or challenging in any way the legality, validity, extent, priority, perfection or enforceability of the claims, liens, or interests (including the Prepetition OpCo First Liens) held by or on behalf of each of the Prepetition OpCo Secured Parties related to the Prepetition OpCo First Lien Obligations or the Adequate Protection Obligations or by or on behalf of the OpCo DIP Secured Parties related to the OpCo DIP Obligations; (iii) for asserting, commencing or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to the OpCo DIP Obligations, the DIP Superpriority Claims, the OpCo DIP Liens, the Adequate Protection Liens, the Prepetition OpCo First Lien Obligations, or the Prepetition OpCo First Liens; and (iv) for prosecuting an objection to, contesting in any manner or raising any defenses to, the validity, extent, amount, perfection, priority or enforceability of: (x) any of the OpCo DIP Liens, the DIP Superpriority Claims or any other rights or interests of the OpCo DIP Agent or the DIP Lenders related to the OpCo DIP Obligations or the OpCo DIP Liens or (y) any of the Adequate Protection Obligations or the Prepetition OpCo First Liens or any other rights or interests of any of the Prepetition OpCo Secured Parties related to the Prepetition OpCo First Lien Obligations; <i>provided</i> that up to \$50,000 of aggregate proceeds of the OpCo DIP Facility or the Cash Collateral may be used by any official committee of unsecured creditors appointed in the OpCo Chapter 11 Cases to investigate the validity, security, perfection, priority, extent or enforceability of any amount due under, or the liens or claims granted under or in connection with, the Prepetition OpCo First Lien Credit Agreement (and other potential claims, counterclaims, causes of action or defenses against the Prepetition OpCo Secured Parties), solely with respect to the Prepetition OpCo First Lien Credit Documents, the Prepetition OpCo First Lien Obligations and the Prepetition Collateral within the Challenge Period (such proceeds, the “<u>Investigation Expenses</u>”).	
Section 506(c) Waiver	Subject to and effective upon entry of the OpCo Final	See OpCo Interim DIP

Term	Summary	Citation
Bankr. R. 4001(c)(1)(B)(x), Loc. R. 4001-2(a)(i)(V)	DIP Order, and except to the extent of the Carve Out, no costs or expenses of administration of the OpCo Chapter 11 Cases or any Successor Cases at any time, including, without limitation, any costs and expenses incurred in connection with the preservation, protection, or enhancement of realization by the Prepetition OpCo Secured Parties, respectively, upon the Prepetition Collateral, shall be charged against or recovered from the Prepetition Collateral, whether pursuant to Bankruptcy Code section 506(c), any other legal or equitable doctrine (including unjust enrichment) or otherwise, without the prior written consent of the requisite Prepetition OpCo Secured Parties under the Prepetition OpCo First Lien Credit Documents with respect to the Prepetition Collateral, and no such consent shall be implied, directly or indirectly, from anything contained in the OpCo Interim DIP Order (including, without limitation, consent to the Carve Out or the approval of any budget hereunder) or from any other action, inaction, or acquiescence by any of the Prepetition OpCo Secured Parties.	Order ¶ 24
Immediate Limitation on Equities of the Case Doctrine / Marshalling Waiver Loc. R. 4001-2(a)(i)(W)	Subject to and effective upon entry of the OpCo Final DIP Order, in no event shall the Prepetition OpCo First Lien Agent or the Prepetition OpCo Secured Parties be subject to the equitable doctrine of “marshaling” or any similar doctrine with respect to the Adequate Protection Collateral, Adequate Protection Obligations, Prepetition Collateral or the Prepetition OpCo First Lien Obligations, and all proceeds shall be received and applied in accordance with the Prepetition OpCo First Lien Credit Documents and the OpCo Interim DIP Order. Each of the Prepetition OpCo Secured Parties shall be entitled to all of the rights and benefits of Bankruptcy Code section 552(b), and, subject to entry of the OpCo Final DIP Order granting such relief, in no event shall the “equities of the case” exception in Bankruptcy Code section 552(b) apply to the Prepetition OpCo Secured Parties or the Prepetition Collateral.	See OpCo Interim DIP Order ¶ 25

Jurisdiction and Venue

7. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference Re: Title 11* (D. Del. Feb. 29, 2012) (Sleet, C.J.). This Motion is a core proceeding under 28 U.S.C. § 157(b)(2), including subparagraphs (D), (K), and (M). The OpCo Debtors consent to entry of a final order by the Court on this Motion if it is

determined that the Court cannot enter a final order on this Motion consistent with Article III of the U.S. Constitution.

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

9. The principal statutory bases for the relief sought in the Motion are sections 105, 361, 362, 363(b), 363(c), 364(c), 364(d), 364(e), 503(b), 506(c), 507(a), and 507(b) of title 11 of the United States Code (as amended, the “Bankruptcy Code”), Bankruptcy Rules 2002, 4001, 6003(b), 6004(a), and 6004(h) and Local Rule 4001-2.

Background

I. General Background

10. The OpCo Debtors are among the largest digital skill-based coin-operated amusement machine route operators based in and incorporated under the laws of the state of Georgia. The OpCo Debtors hold a Class B Master License with the Georgia Lottery Corporation (“GLC”), and maintain a vast footprint throughout Georgia, with a particular concentration in the populous Atlanta and Macon regions. Holdings is the ultimate parent of the OpCo Debtors. The Debtors’ headquarters are in Norcross, Georgia.

11. On the date hereof (the “Petition Date”), the Debtors filed voluntary petitions for relief under the Bankruptcy Code in this Court. The Debtors have continued in possession of their properties and have continued to operate and manage their business as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner, and no official committee of unsecured creditors has been appointed in these Chapter 11 Cases.

12. Additional information regarding the Debtors' businesses, assets, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases is set forth in the First Day Declaration.

II. Secured Debt in the Prepetition Capital Structure

13. As of the Petition Date, the OpCo Debtors have outstanding funded debt obligations in the aggregate principal amount of approximately \$610 million, consisting of (i) approximately \$554 million of secured debt under the TL Facility, plus applicable interest, premiums (if any), costs, fees, expenses and other obligations and (ii) approximately \$56 million of secured debt under a RC Facility, plus applicable interest, premiums (if any), costs, fees, expenses and other obligations, each pursuant to the Prepetition OpCo First Lien Credit Agreement.

III. The Need for Immediate Financing and Access to Cash Collateral³

14. As detailed in the First Day Declaration and the OpCo DIP Declaration, the OpCo Debtors are facing a severe liquidity crunch. As of the Petition Date, cash on hand at the OpCo Debtors had declined to approximately \$107,000, substantially all of which comprises the Prepetition OpCo Secured Parties' collateral. The OpCo Debtors need immediate additional financing to fund ordinary course payments to employees and vendors. The Debtors made significant and earnest efforts to right size their balance sheet, and engaged with the Prepetition OpCo First Lien Lenders and third parties to amend and extend existing credit arrangements or obtain new money financing.

15. These discussions resulted in the holistic restructuring described in the Restructuring Support Agreement between the Debtors and the Consenting Prepetition Lenders

³ For the avoidance doubt, this Motion does not seek authority for Holdings to enter into any debtor-in-possession or other postpetition financing arrangements or authority to use any cash collateral of the Holdings PIK Notes. Any such relief will be requested by a separate motion filed with this Court.

(as defined in the Restructuring Support Agreement). The proposed OpCo DIP Facility is a key component of the OpCo Debtors' restructuring and will provide much-needed stabilization to the OpCo Debtors' business operations. The OpCo DIP Facility will also provide the funding means to accomplish the deleveraging contemplated in these cases and ensure the OpCo Debtors' ability to operate as a going concern, preserving value of the OpCo Debtors' estates for the benefit of all of their stakeholders.

16. Without funds available from the OpCo DIP Facility and access to Cash Collateral, the OpCo Debtors could face a value-destructive interruption to their business and lose support from important stakeholders (including the parties to the Restructuring Support Agreement) on which the OpCo Debtors' business depends, including vendors, suppliers, landlords, and employees. This, in turn, would hinder the OpCo Debtors' ability to maximize the value of their estates, and the OpCo Debtors would be forced to curtail their operations significantly, to the detriment of all stakeholders.

IV. Efforts to Obtain Postpetition Financing

17. In early 2023, the OpCo Debtors, with the assistance of Evercore Group L.L.C. ("Evercore") and their other advisors, began discussing potential comprehensive restructuring proposals with various stakeholders across the Debtors' capital structure. These efforts included engaging with the Debtors' existing lenders about the broader restructuring, including the Ad Hoc Groups. OpCo DIP Decl. ¶ 12.

18. Following months of extensive, good-faith negotiations with these stakeholders, the Debtors and its advisors also began preparing for the potential of an in-court restructuring if an out-of-court solution could not achieve the holistic deleveraging necessary to best effectuate the OpCo Debtors' long-term business plan. OpCo DIP Decl. ¶ 13.

19. Having shifted the focus to an in-court, holistic restructuring process, with assistance of their advisors, the Debtors began the process of soliciting debtor-in-possession financing proposals from existing stakeholders and potential third parties. OpCo DIP Decl. ¶ 14. Starting May 9, 2023, the Debtors initially solicited interest from twelve third-party sources of financing outside of the Debtors' capital structure (while continuing to share informational updates and engage with creditors across the capital structure) to determine the extent to which any such parties would be willing to provide postpetition financing to OpCo Debtors and/or Holdings. *Id.*

20. The potential third-party lenders contacted by the Debtors included various institutions that routinely provide debtor-in-possession financing, including both well-known commercial banks and alternative lenders. OpCo DIP Decl. ¶ 15. Of these potential third-party lenders, only one expressed preliminary interest in extending postpetition financing to the OpCo Debtors and, consequently, executed a confidentiality agreement and received access to non-public information about the Debtors. *Id.* During this process, Evercore contacted six additional institutional lenders to gauge interest in their willingness to provide a Holdings-only debtor in possession financing proposal. Of these six additional parties, five executed confidentiality agreements with the Debtors and received access to non-public information. *Id.* Ultimately, the Debtors did not receive any financing proposals from potential third-party lenders for an OpCo or Holdings financing, whether on a priming or non-priming basis. *Id.* The feedback from third parties that Evercore contacted with respect to the debtor in possession financing marketing process, to the extent provided at all, was similar. *Id.* Potential lenders expressed concerns in respect of: (1) the risks and operating challenges facing the business; (2) the potential value of collateral; and (3) engaging in a priming fight or to provide financing on a non-priming or unsecured basis. *Id.*

21. At the same time the Debtors were seeking third-party financing proposals, the Debtors and their advisors were working with creditors within their capital structure, including the Ad Hoc Groups and the holders of the Holdings PIK Notes, to obtain debtor-in-possession financing proposals. OpCo DIP Decl. ¶ 16. Despite these efforts, none of the Debtors' existing lenders were willing to offer financing on an unsecured basis or as debt junior to or *pari passu* with the obligations under the Prepetition OpCo First Lien Credit Agreement. *Id.* However, as part of the broader restructuring negotiations, the Ad Hoc Groups made a proposal to provide the necessary amount of funding in exchange for senior liens. Further, the Ad Hoc Groups also made clear that they were only willing to provide funding to the OpCo Debtors. *Id.*

22. Because the Ad Hoc Groups were the only parties to offer a potentially actionable proposal, the OpCo Debtors and their advisors focused in May on negotiating a comprehensive financing package with those groups. OpCo DIP Decl. ¶ 18. These negotiations led to the commitment by members of the Ad Hoc Groups to fund the OpCo DIP Facility on the terms set forth in the OpCo DIP Term Sheet. *Id.*

23. The OpCo Debtors believe that, based on their attempts to obtain financing from alternative sources, no financing would be available to the OpCo Debtors on an unsecured basis or as debt junior to or *pari passu* with the obligations under the OpCo First Lien Credit Agreement. OpCo DIP Decl. ¶ 18. In addition, based on negotiations with the Ad Hoc Groups, it became clear that those lenders would not consent to priming liens in favor of any other lender. Moreover, the OpCo DIP Facility is a foundational piece of the OpCo Debtors' holistic restructuring, as contemplated by the Restructuring Support Agreement that is supported by significant majorities of the OpCo Debtors' prepetition lenders. As such, after consulting with their advisors, the OpCo

Debtors believe that the OpCo DIP Facility, taken as a whole, is reasonable under the facts and circumstances and is the OpCo Debtors' best—and in fact only—currently available option. *Id.*

Bases for Relief

I. Entry into the OpCo DIP Facility Documents Is an Exercise of the Debtors' Sound Business Judgment.

24. The Court should authorize the OpCo Debtors, as an exercise of their sound business judgment, to enter into the OpCo DIP Facility Documents, to obtain the OpCo DIP Loans, and to continue using Cash Collateral. Section 364 of the Bankruptcy Code authorizes a debtor in possession to obtain secured or superpriority financing under the circumstances discussed below. Courts grant considerable deference to the business judgment of debtors in possession in obtaining secured credit. *See, e.g., In re L.A. 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 Trans World Airlines, Inc.*, 163 B.R. 964, 974 (Bankr. D. Del. 1994) (approving a postpetition loan and receivables facility that “reflect[ed] sound and prudent business judgment”); *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.”).

25. In applying the business judgment test, “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) (quoting *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006), *rev’d on other grounds*, 607 F.3d 957 (3d Cir. 2010)), but generally will not second-guess “a business judgment

made in good faith, upon a reasonable basis, and within the scope of [the debtor's] authority under the [Bankruptcy] Code.” *In re Curlew Valley Assocs.*, 14 B.R. 506, 513-514 (Bankr. D. Utah 1981). Courts apply this deferential rule because “[m]ore exacting scrutiny would slow the administration of the debtor’s estate and increase its cost, interfere with the Bankruptcy Code’s provision for private control of administration of the estate, and threaten the court’s ability to control a case impartially.” *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1311 (5th Cir. 1985).

26. The decision to obtain credit from the OpCo DIP Lenders on the terms, and subject to the conditions, of the OpCo DIP Facility is well within the OpCo Debtors’ sound business judgment. The OpCo DIP Facility will afford the OpCo Debtors sufficient liquidity to, among other things: (a) maintain the OpCo Debtors’ ordinary course operations, (b) stabilize the OpCo Debtors’ businesses in the initial stages of these Chapter 11 Cases, (c) fund the OpCo Debtors’ payroll obligations, and (d) fund the administration of these OpCo Debtors’ cases.⁴ *See generally* OpCo DIP Decl. ¶ 10. The OpCo Debtors negotiated the OpCo DIP Facility Documents with the OpCo DIP Lenders in good faith, at arm’s length, and with the assistance of experienced professional advisors. *Id.* ¶ 25. The OpCo Debtors believe that the OpCo DIP Facility represents the best—and only—available financing under the circumstances. *Id.* No party has stepped forward to offer financing on an unsecured or junior basis. *Id.* ¶ 16, 18. Moreover, obtaining postpetition financing from the existing creditors will avoid costly litigation over priming and adequate protection. *See generally* OpCo DIP Decl. ¶ 15, 18. Accordingly, the OpCo Debtors should be authorized to enter into, and perform under, the OpCo DIP Facility Documents.

⁴ For the avoidance of doubt, the proceeds of the OpCo DIP Facility shall not be used to fund the administration of Holdings’ chapter 11 case, other than with respect to the proceeds of the OpCo Holdings DIP Tranche, upon Court approval of Holdings’ entry into the Holdings DIP Facility.

II. The Proposed Liens and Superpriority Claims Are Necessary and Appropriate.

27. The OpCo Debtors propose to provide security interests and liens as set forth in the OpCo DIP Facility Documents pursuant to section 364 of the Bankruptcy Code. Specifically, the OpCo Debtors propose to provide to the OpCo DIP Lenders: (a) first priority security interests and liens on the OpCo Debtors' property that was not, on the Petition Date, subject to Prepetition OpCo Permitted Liens; (b) first priority priming security interests and liens on the OpCo DIP Collateral subject to the Prepetition OpCo First Liens; and (c) junior security interests and liens on the OpCo DIP Collateral subject to the Prepetition OpCo Permitted Liens.

28. If a debtor is unable to obtain credit on an unsecured basis with administrative status (as authorized under sections 364(a) and 364(b) of the Bankruptcy Code), the bankruptcy court 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).

29. The court may approve credit secured by a senior or equal lien on property of the estate if the debtor is "unable to obtain such credit otherwise" and "there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted." 11 U.S.C. § 364(d)(1)(A)–(B). To satisfy the "unavailability" requirements, a debtor need only demonstrate "by a good faith effort that credit was not available

without” the additional protections afforded to lenders under subsections (c) and (d) of section 364. *In re Snowshoe Co.*, 789 F.2d 1085, 1088 (4th Cir. 1986); *see also In re Plabell Rubber Prods., Inc.*, 137 B.R. 897, 900 (Bankr. N.D. Ohio 1992). In circumstances where only a few lenders would be likely to extend the necessary credit, “it would be unrealistic and unnecessary to require [the debtor] to conduct such an exhaustive search for financing.” *In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988), *aff’d*, 99 B.R. 117, 120 n.4 (N.D. Ga. 1989); *see also In re Snowshoe*, 789 F.2d at 1088 (affirming that debtor’s unsuccessful contact with other financing institutions in the geographic area satisfied standard); *In re Stanley Hotel, Inc.*, 15 B.R. 660, 663 (D. Colo. 1981) (affirming that refusal of two national banks to grant unsecured loans satisfied standard).

30. As described in the OpCo DIP Declaration, the Debtors were unable to obtain postpetition financing on an unsecured or junior lien basis. *See* OpCo DIP Decl. ¶ 15, 18. That is not surprising, given the existence of approximately \$610 million of prepetition debt, secured by substantially all the OpCo Debtors’ assets. OpCo DIP Decl. ¶ 8. Even with an administrative priority or a junior secured claim, a new lender would have little assurance of repayment.

31. As further described below, the OpCo Debtors have agreed to provide adequate protection to the Prepetition OpCo Secured Parties. The proposed package is sufficient under section 364(d)(1)(B) because, among other reasons, the Prepetition OpCo Secured Parties have consented (or, as applicable, have been directed to consent) to the Debtors’ entry into the OpCo DIP Facility Documents, including the granting of priming liens and claims in connection therewith, and the continued use of Cash Collateral.

32. Accordingly, the OpCo Debtors have satisfied the requirements of section 364.

III. The Terms of the OpCo DIP Facility Are Appropriate.

A. The Proposed Fees Are Appropriate.

33. The OpCo Debtors have agreed to pay certain fees to the OpCo DIP Secured Parties, including the OpCo DIP Backstop Premium, OpCo DIP Commitment Premium, OpCo Exit Premium, the OpCo Redemption Premium and certain other fees and expenses. The OpCo Debtors have also agreed to pay the OpCo DIP Secured Parties' reasonable and documented costs, including fees and expenses of their counsel, financial advisors, and other professionals, and such other fees and expenses as set forth in the OpCo DIP Facility Documents and the OpCo DIP Orders. The OpCo Debtors have also agreed to indemnify the OpCo DIP Secured Parties with respect to matters relating to the OpCo DIP Facility.

34. As set forth in the OpCo DIP Declaration, The DIP Premiums and Fees are being paid as part of an inclusive process. OpCo DIP Decl. ¶ 23. Participation in the OpCo DIP Facility is being offered to all Consenting Prepetition Lenders (as defined in the Restructuring Support Agreement) who have joined the Restructuring Support Agreement as of the Petition Date. As a result, the Restructuring Support Agreement enjoys the support of a significant majority of the OpCo Debtors' prepetition lenders and a significant majority of such prepetition lenders have also agreed to backstop the OpCo DIP Facility, or have otherwise committed to fund a portion of the OpCo DIP Facility, and vote in favor of the Debtors' proposed chapter 11 plan. *Id.* As such, the OpCo Debtors believe incurring the OpCo DIP Premiums and Fees in order to obtain the OpCo DIP Facility is in the best interests of their estates and creditors.

35. The OpCo Debtors also believe that, under the facts and circumstances, the OpCo DIP Premiums and Fees are in line with fees that have been recently approved in connection with similar postpetition credit facilities. *See, e.g., In re Reverse Mortgage Investment Trust Inc.*, No.

22-11225 (D. Del. 2022), ECF No. 170, Second Interim DIP Order ¶¶ 38-39 (authorizing DIP fees, including a DIP commitment fee and unused facility fee); *In re Vesta Holdings, LLC*, No. 22-11019 (D. Del. 2022), ECF No. 73, Second Interim DIP Order ¶ 24 (authorizing DIP fees, including a DIP commitment fee of 5% and an agency fee); *In re Carestream Health, Inc.*, No. 22-10778 (Bankr. D. Del. 2022), ECF No. 65, Interim DIP Order ¶ 2(c)(iii) (authorizing DIP fees, including a DIP commitment fee of 2%, exit fee of 4%, undrawn DIP fee of 1%, agency fee, audit fees, appraisal fees, and valuation fees); *In re Knotel Inc.*, No. 21-10146 (D. Del. 2021), ECF No. 72, Interim DIP Order ¶ 6(d) (authorizing DIP fees, including an Upfront Fee of 3%).

36. For these reasons, the Court should authorize the OpCo Debtors to pay the OpCo DIP Premiums and Fees.

37. In addition, courts in this District and elsewhere have allowed debtors to indemnify postpetition lenders and reimburse their professional advisors. *See, e.g.,* Carestream Health Interim DIP Order ¶ 24 (indemnifying DIP lenders and reimbursing fees of retained professionals); Knotel Interim DIP Order ¶ 6(d) (same); Reverse Mortgage Investment Trust Second Interim Order ¶ 38-39 (similar); Vesta Holdings Second Interim Order ¶ 24 (same). Accordingly, the Court should approve the indemnification and reimbursement provisions set forth in the OpCo DIP Facility Documents.

B. The Rolled Term Loans Are Appropriate.

38. As described herein, the OpCo DIP Facility contemplates the conversion of existing obligations under the Prepetition OpCo First Lien Credit Agreement. Specifically, the OpCo DIP Facility contemplates a roll up of \$43,500,000 of existing obligations under the Prepetition OpCo First Lien Credit Agreement upon entry of the OpCo Interim DIP Order and an additional roll up

of \$18,000,000 of existing obligations under the Prepetition OpCo First Lien Credit Agreement upon entry of the OpCo Final DIP Order.

39. The inclusion of the Rolled Term Loans was: (a) an essential inducement of the OpCo DIP Lenders' willingness to provide the OpCo DIP Facility and (b) a condition of the Prepetition Secured Party agreeing to subordinate its claims to the proposed OpCo DIP Facility and consenting to the use of Cash Collateral. *See generally* OpCo DIP Decl. ¶ 22.

40. The Debtors submit that the Rolled Term Loans are appropriate and reasonable. As discussed in the OpCo DIP Declaration, the OpCo DIP Lenders made it evident during negotiations with the Debtors that the inclusion of Rolled Term Loans was a required part of any OpCo DIP Facility. *See* OpCo DIP Decl. ¶ 21. After thorough negotiations, it was the OpCo Debtors' assessment, along with Evercore's, that they were unlikely to find better alternatives (and, in fact, have not found better alternatives as of the Petition Date) under the circumstances. As such, in the OpCo Debtors' view, agreeing to the Rolled Term Loans was a reasonable exercise of the OpCo Debtors' business judgment.

41. In short, the OpCo Debtors believe that without approval of the Rolled Term Loans, the OpCo DIP Lenders would not have agreed to enter into the proposed OpCo DIP Facility, which would have left the OpCo Debtors with limited or, more likely, no options to maximize value for their stakeholders.

42. Courts in this jurisdiction have approved similar DIP features, including on an interim basis. *See, e.g., In re Phoenix Services Topco LLC*, No. 22-10906 (MFW) (Bankr. D. Del. Sept. 29, 2022) (authorizing \$25 million in new money on an interim basis with an additional \$25 million funding into escrow on an interim basis available for draw and a roll-up of approximately \$75 million pursuant to Interim Order); *In re TPC Group Inc.*, No. 22-10493 (CTG) (Bankr. D.

Del. June 3, 2022) (authorizing \$32 million in new money and a roll-up of \$59 million pursuant to Interim Order); *In re Nine Point Energy Holdings, Inc.*, No. 21-10570 (MFW) (Bankr. D. Del. March 17, 2021) (authorizing \$13 million in new money and a roll-up of \$39 million pursuant to Interim Order); *In re Libbey Glass Inc.*, No. 20-11439 (LSS) (Bankr. D. Del. June 3, 2020) (authorizing \$30 million in new money and a roll-up of \$30 million pursuant to Interim Order); *In re Orexigen Therapeutics, Inc.*, No. 18-10518 (KG) (Bankr. D. Del. March 13, 2018) (authorizing \$7.5 million new money and a roll-up of \$7.5 million pursuant to Interim Order); *In re Bon-Ton Stores, Inc.*, No. 18-10248 (MFW) (Bankr. D. Del. Feb. 6, 2018) (authorizing full roll-up of all \$489 million outstanding prepetition revolving obligations pursuant to Interim Order); *In re Real Indus. Inc.*, No. 17-12464 (KJC) (Bankr. D. Del. Nov. 20, 2017) (authorizing approximately \$365 million DIP that included a creeping roll-up pursuant to Interim Order and a full roll-up pursuant to final order of approximately \$266 million prepetition debt); *In re Appvion, Inc.*, Case No. 17-12082 (KJC) (Bankr. D. Del. Oct. 3, 2017) (authorizing approximately \$85 in new money DIP loans and a \$240.2 million roll-up pursuant to Interim Order); *In re Verso Corp.*, Case No. 16-10163 (KG) (Bankr. D. Del. Jan. 27, 2016) (authorizing approximately \$175 million DIP and a roll-up of \$175 million pursuant to Interim Order).

C. The Proposed Carve Out Is Appropriate.

43. All of the liens and superpriority claims described in this Motion and the OpCo Interim DIP Order are subject and subordinate to the Carve Out. The Carve Out protects against administrative insolvency by ensuring that the estates will have sufficient funds to pay all allowed fees and expenses of retained professionals incurred through the delivery of a “Trigger Notice,” plus all court fees, all U.S. Trustee fees, a limited amount of professional fees accrued after the delivery of the Trigger Notice, and a limited amount of the costs of a chapter 7 trustee. Without

the Carve Out, the OpCo Debtors (and a statutory creditors' committee, if one is appointed) may be deprived of the rights and powers granted to them by Congress because they may be deprived of the services of qualified professionals. *See In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) (observing that courts insist on carve outs for professionals representing case fiduciaries because "[a]bsent such protection, the collective rights and expectations of all parties-in-interest are sorely prejudiced"). The proposed Carve Out is similar to the carve outs that have been approved in other cases in this District. *See, e.g.*, Carestream Health Interim DIP Order ¶ 8 (authorizing pre- and post-trigger carve out for professional fees, court fees, and chapter 7 trustee fees); Knotel Interim DIP Order ¶ 11 (same).

44. For these reasons, the Court should approve the Carve Out provisions as reflected in the Interim DIP Order.

D. The Proposed Approved OpCo DIP Budget Is Adequate to Pay Administrative Expenses During the Case.

45. In compliance with Local Rule 4001-2(a)(iii), the OpCo Debtors have attached their initial budget as **Exhibit 1** to the proposed OpCo Interim DIP Order. It shows, in reasonable detail, the sources and uses of the cash necessary for the OpCo Debtors' operations each week during the initial 13-week period. In the immediate term, the OpCo Debtors need additional financing to fund ordinary payroll and vendor obligations so as to maintain favorable credit terms and relations with vendors, suppliers, customers, employees and other business counterparties. OpCo DIP Decl. 10. In the next several months, the OpCo Debtors will continue to need funding to conduct an orderly chapter 11 restructuring process, even as the business begins to receive positive cash flows from its operations. *Id.*

IV. The Interests of Prepetition Secured Parties Will Be Adequately Protected.

46. Parties with liens on a debtor's assets are entitled to adequate protection to the extent of any diminution of their interests in the debtor's interest in such assets due to, among other reasons, the priming of their liens. *See* 11 U.S.C. § 364(d)(1)(B). Parties with interests in cash collateral are similarly entitled to adequate protection before the debtor may use, sell, or lease their cash collateral. *See* 11 U.S.C. § 363(c)(2). In each case, a debtor need not affirmatively prove adequate protection of the secured creditor who consents to the proposed priming of use of its cash collateral, even implicitly. *See* 11 U.S.C. § 362(c)(2)(A); *Anchor Sav. Bank FSB v. Sky Valley, Inc.*, 99 B.R. 117, 112 (N.D. Ga. 1989) (“[B]y tacitly consenting to the superpriority lien, those . . . creditors relieved the debtor of having to demonstrate that they were adequately protected.”). Such consent may also be inferred from the existence of an intercreditor agreement that assigns control over shared collateral to a trustee or an agent. *See Aurelius Capital Master, Ltd. v. Tousa Inc.*, No. 08-61317-CIV-GOLD, 2009 U.S. Dist. LEXIS 12735, *17 (S.D. Fla. Feb. 5, 2009) (noting that, in overruling the second lien agent's objection to use of cash collateral, the bankruptcy court referred the fact that the first lien representative under an intercreditor agreement had consented to use of cash collateral); *cf. In re Metaldyne Corp.*, Case No. 09-13412 (MG), 2009 Bankr. LEXIS 1533, *11–12 (Bankr. S.D.N.Y. June 23, 2009) (describing dispute between secured creditors and debtors over deemed consent, where senior prepetition creditor consented to postpetition liens).

47. Adequate protection may be provided in various forms, including cash payments to the creditors themselves, payment of their professional fees, or grants of administrative claims and replacement liens. Courts evaluate adequacy of the protection on a case-by-case basis. *See, e.g.*, 11 U.S.C. § 361 (listing forms of adequate protection, including “such other relief . . . as will result

in the realization by such entity of the indubitable equivalent of such entity's interest"); *In re Swedeland Dev. Grp., Inc.*, 16 F.3d 552, 564 (3d Cir. 1994); *In re Satcon Tech. Corp.*, No. 12-12869 (KG), 2012 WL 6091160, at *6 (Bankr. D. Del. Dec. 7, 2012); 3 Collier on Bankr. ¶ 361.03[4] (16th ed.).

48. Here, the lenders under the Prepetition OpCo First Lien Credit Agreement have consented to the OpCo Debtors' incurrence of indebtedness pursuant to the OpCo DIP Facility. Indeed, a group of term lenders representing approximately 86% in aggregate principal amount of the loans under the Prepetition OpCo First Lien Credit Agreement are OpCo DIP Lenders and have consented to the priming of the Prepetition Liens (and the OpCo Debtors are not proposing to prime any other prepetition liens). In any case, the OpCo Debtors are providing the Prepetition Secured Parties with a comprehensive adequate protection package that includes superpriority administrative claims, new liens, payment of professional fees and expenses, and extensive reporting requirements.

49. For these reasons, the OpCo Debtors submit that the proposed adequate protection is fair and reasonable and satisfies the requirements of sections 363(c)(1) and 364(d)(1)(B) of the Bankruptcy Code.

V. The OpCo Debtors Should Be Permitted to Use Cash Collateral.

50. As set forth in the OpCo DIP Declaration, substantially all of the OpCo Debtors' cash is encumbered by various liens. Accordingly, the OpCo Debtors require authorization for continues use of Cash Collateral to fund ordinary payroll and vendor obligations so as to not interrupt relations with vendors, suppliers, customers, employees and other business counterparties. *See* OpCo DIP Decl. at ¶ 10.

51. Section 363I of the Bankruptcy Code governs a debtor’s use of cash collateral. Section 363(c) provides, in pertinent part, that the debtor

... 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.

11 U.S.C. § 363(c)(2).

52. In turn, 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). While section 361 of the Bankruptcy Code provides examples of certain forms of adequate protection, such as replacement liens and administrative claims, courts decide what constitutes sufficient adequate protection on a case-by-case basis. *In re Swedeland Dev. Grp., Inc.*, 16 F.3d 552, 564 (3d Cir. 1994); *In re Satcon Tech. Corp.*, No. 12-12869 (KG), 2012 WL 6091160, at *6 (Bankr. D. Del. Dec. 7, 2012); *In re N.J. Affordable Homes Corp.*, No. 05-60442 (DHS), 2006 WL 2128624, at *14 (Bankr. D.N.J. June 29, 2006); *In re Columbia Gas Sys., Inc.*, Nos. 91-803, 91-804, 1992 WL 79323, at *2 (Bankr. D. Del. Feb. 18, 1992); *see also In re Dynaco Corp.*, 162 B.R. 389, 394 (Bankr. D.N.H. 1993) (explaining that adequate protection can take many forms and “must be determined based upon equitable considerations arising from the particular facts of each proceeding”).

53. As noted above, the Prepetition OpCo Secured Parties have, or are deemed to have, consented to the use of their Cash Collateral, and, moreover, the OpCo Debtors are providing them

with protection that is fair, adequate, and reasonable. Accordingly, the Court should authorize the OpCo Debtors to use the Cash Collateral on the terms, and subject to the conditions, set forth in the OpCo DIP Facility Documents.

VI. The OpCo DIP Lenders Are Good-Faith Lenders under Section 364(e).

54. As set forth more fully in the OpCo DIP Declaration, the OpCo DIP Facility was negotiated extensively by well-represented, independent parties in good faith and at arm's length. *See generally* OpCo DIP Decl. ¶ 25. The terms and conditions of the OpCo DIP Facility Documents are reasonable under the circumstances, and the proceeds of the OpCo DIP Facility will be used only for purposes that are permissible under the Bankruptcy Code. Further, the OpCo Debtors market-tested the terms of the OpCo DIP Facility before determining that the OpCo DIP Facility provides the best available financing option for the OpCo Debtors. Accordingly, the OpCo DIP Lenders are “good faith” lenders within the meaning of section 364(e) of the Bankruptcy Code and are entitled to all of the protections afforded by that section.

VII. The Automatic Stay Should Be Modified.

55. The Motion contemplates that the automatic stay of section 362 of the Bankruptcy Code will be modified to the extent necessary to allow (i) the OpCo Debtors to grant the liens and superpriority claims and otherwise perform under the OpCo DIP Facility and (ii) the DIP Secured Parties to enforce their rights and remedies under the OpCo DIP Facility Documents. *See Proposed OpCo Interim DIP Order* ¶ 29.

56. Stay modifications of this kind are common features of postpetition financings and, in the OpCo Debtors' business judgment, are reasonable under the circumstances.

VIII. Immediate Relief Is Necessary to Avoid Immediate and Irreparable Harm.

57. In general, a bankruptcy court may commence a final hearing on a motion for authorization to obtain postpetition credit no sooner than 14 days after service of the motion. *See* Bankr. R. 4001(c)(2). However, the court may conduct an earlier hearing to grant interim relief “to the extent necessary to avoid immediate and irreparable harm to the estate.” *See id.*

58. Here, if the OpCo Debtors cannot make an initial draw on the OpCo DIP Facility and use Cash Collateral immediately, they will be unable to satisfy their immediate payment obligations, including payroll expenses. OpCo DIP Decl. at ¶ 10. That would lead to an immediate and irreparable harm to their estates. Accordingly, the OpCo Debtors respectfully request that the Court enter the OpCo Interim DIP Order immediately.

Notice

59. The Debtors have provided notice of this Motion to the following parties or their respective counsel: (a) the Office of the United States Trustee for the District of Delaware; (b) the Office of the United States Attorney for the District of Delaware; (c) the Georgia attorney general; (d) the GLC; (e) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (f) counsel for the TL Ad Hoc Group; (g) counsel to the RC Ad Hoc Group; (h) counsel to the Ad Hoc PIK Noteholder Group; (i) the Internal Revenue Service; (j) the Georgia Department of Revenue; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that in light of the relief requested, no other or further notice need be given.

No Previous Request

60. No previous request for the relief sought in this Motion has been made to this or any other court.

Based on all of the foregoing, the OpCo Debtors respectfully request that the Court (i) enter an order, substantially in the form attached as **Exhibit A**, granting this Motion on an interim basis, (ii) schedule a hearing to consider the relief requested in the Motion on a final basis, (iii) at a subsequent hearing, enter an order granting this Motion on a final basis, and (iv) grant such other relief as is just and proper.

Dated: June 9, 2023
Wilmington, Delaware

/s/ Russell C. Silberglied

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*Proposed Co-Counsel to the Debtors and Debtors
in Possession*

Exhibit A to DIP Financing Motion

Proposed OpCo Interim DIP Order

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

	)	
In re:	)	Chapter 11
	)	
LUCKY BUCKS, LLC, <i>et al.</i> ,	)	Case No. 23-10758 (KBO)
	)	
Debtors. ¹	)	(Joint Administration Requested)
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INTERIM ORDER (I) AUTHORIZING THE OPCO DEBTORS TO (A) OBTAIN POSTPETITION FINANCING, AND (B) USE CASH COLLATERAL; (II) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS; (III) GRANTING ADEQUATE PROTECTION TO THE PREPETITION OPCO SECURED PARTIES; (IV) MODIFYING THE AUTOMATIC STAY; (V) SCHEDULING FINAL HEARING; AND (VI) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the OpCo Debtors, pursuant to sections 105, 361, 362, 363, 364, 503, 506, 507 and 552 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”), Rules 2002-1, 4001-2 and 9013 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), seeking entry of this interim order (this “Interim Order”) among other things:

- (i) authorizing the OpCo Debtors to obtain a \$20,500,000 senior secured superpriority priming debtor in possession multi-draw term loan facility (the “OpCo DIP Facility” and commitments thereunder, the “OpCo DIP Commitments”) pursuant to the term sheet attached hereto as **Exhibit 1** (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, the “OpCo DIP Term Sheet”) by and between Lucky Bucks, as borrower, HoldCo, as guarantor, Holdings, as limited guarantor, Wilmington Savings Fund

1 The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal identification number, include: (i) Lucky Bucks, LLC ("Lucky Bucks") (4376); (ii) Lucky Bucks HoldCo, LLC ("HoldCo" and, together with Lucky Bucks, the "OpCo Debtors") (0081), and (iii) Lucky Bucks Holdings LLC ("Holdings") (3221). The Debtors' primary mailing address is 5820 Live Oak Parkway, Suite 300, Norcross, Georgia 30071.

² Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

Society, FSB, as administrative agent and collateral agent (in such capacities, the “OpCo DIP Agent”), and the lenders party thereto from time to time (the “OpCo DIP Lenders” and, together with the OpCo DIP Agent, the “OpCo DIP Secured Parties”), pursuant to which (x) an initial amount of \$14,500,000 will be initially provided and funded through Jefferies Capital Service, LLC as fronting lender (the “Fronting Lender”) in accordance with the terms of a fronting agreement by and among the Fronting Lender and the OpCo Backstop Lenders (as defined in the OpCo DIP Term Sheet) party thereto (the “Fronting Letter”), the Master Consent (as defined in the OpCo DIP Term Sheet) and the Fronting Fee Letter (as defined in the OpCo DIP Term Sheet), in a single draw upon entry of this Interim Order and satisfaction of the conditions precedent to such draw under the OpCo DIP Term Sheet (the “Initial New Money OpCo DIP Loans”) and (y) the remaining amount of \$6,000,000 (the “Final New Money OpCo DIP Loans” and, together with the Initial New Money OpCo DIP Loans, the “New Money OpCo DIP Loans”) will be made available in a single draw upon entry of the Final Order (as defined below) and satisfaction of the conditions precedent to such draw under the OpCo DIP Term Sheet (or a credit agreement, memorializing the terms set forth in the OpCo DIP Term Sheet (the “OpCo DIP Credit Agreement”), if the Required OpCo DIP Lenders (as defined in the OpCo DIP Term Sheet) determine that entry into the OpCo DIP Credit Agreement is appropriate and necessary), to be made available to the OpCo Debtors upon entry of the Final Order and to be funded by the OpCo DIP Lenders pursuant to the terms and conditions set forth in the OpCo DIP Term Sheet, the OpCo DIP Credit Agreement, if applicable, and all agreements, documents, and instruments delivered or executed in connection therewith, in each case, reasonably satisfactory in form and substance to each of the OpCo DIP Agent, the Required OpCo Backstop Lenders, and the OpCo Debtors and containing the terms and conditions set forth in the OpCo DIP Term Sheet and such other terms as the OpCo Borrower, the OpCo DIP Agent and the Required OpCo Backstop Lenders (and to the extent such other terms adversely affect the rights or obligations of the Fronting Lender, the Fronting Lender) shall agree (collectively, the “OpCo DIP Facility Documents”) (it being understood that as of the Interim Closing Date (as defined in the OpCo DIP Term Sheet), the OpCo DIP Commitment Letter (as defined in the OpCo DIP Term Sheet) and the OpCo DIP Term Sheet are the definitive documentation for the OpCo DIP Facility and constitute the OpCo DIP Facility Documents);

- (ii) authorizing, (a) upon entry of this Interim Order, a roll-up of up to \$43,500,000 of the Prepetition OpCo First Lien Obligations (as defined below) held by the OpCo DIP Lenders on a three-to-one basis for each dollar of Initial New Money OpCo DIP Loans funded by each OpCo DIP Lender (the “Initial Rolled OpCo DIP Term Loans”) and (b) upon entry of the Final Order, a roll-up of up to \$18,000,000 of the Prepetition OpCo First Lien Obligations held by the OpCo DIP Lenders on a three-to-one basis for each dollar of the Final New Money OpCo DIP Loans funded by each OpCo DIP Lender (the “Final Rolled OpCo DIP Term Loans” and, together with the Initial Rolled OpCo DIP Term Loans, the “Rolled OpCo DIP Term Loans” and, collectively with the New Money OpCo DIP Loans, the “OpCo DIP Loans”), each in accordance with the OpCo DIP Term Sheet;

- (iii) granting the OpCo DIP Agent, for the benefit of itself and the OpCo DIP Lenders, allowed superpriority administrative expense claims in each of the OpCo Debtors' chapter 11 cases (the "OpCo Chapter 11 Cases") and any Successor Cases (as defined below), with respect to the OpCo DIP Facility and all obligations and indebtedness owing thereunder, under the OpCo DIP Facility Documents and this Interim Order (collectively, the "OpCo DIP Obligations"), subject to the priorities set forth herein;
- (iv) granting the OpCo DIP Agent, for the benefit of itself and the OpCo DIP Lenders, automatically perfected priming security interests in, and liens on, with respect to the OpCo DIP Loans, all of the OpCo DIP Collateral (as defined below), including but not limited to, Cash Collateral (as defined below) and the other Prepetition Collateral (as defined below), in each case, to secure the OpCo DIP Obligations, subject only to the Carve Out (as defined below), the Prepetition OpCo Permitted Liens (as defined below) and the terms and priorities set forth herein;
- (v) authorizing the OpCo Debtors, subject to and pursuant to the terms and conditions set forth in this Interim Order and the OpCo DIP Facility Documents, to continue to (a) use Cash Collateral, subject to the limitations set forth herein and the OpCo DIP Facility Documents, and (b) provide adequate protection on account of any Diminution in Value (as defined below) of the Prepetition Collateral, including Cash Collateral, as a consequence of the OpCo Debtors' use, sale, or lease of the Prepetition Collateral, including any Cash Collateral, the Prepetition OpCo Secured Parties' (as defined below) agreement to the Carve Out, the imposition of the automatic stay, the OpCo Debtors' incurrence of debt under the OpCo DIP Facility Documents and the priming of the Prepetition OpCo Secured Parties' liens by the OpCo DIP Facility, and any other basis consistent with section 361 of the Bankruptcy to the Prepetition OpCo Secured Parties;
- (vi) authorizing the OpCo Debtors to pay the fees and expenses of the Fronting Lender as set forth in the Fronting Fee Letter;
- (vii) authorizing the OpCo Debtors to pay, on the terms set forth herein and in the OpCo DIP Facility Documents, on a final and irrevocable basis, the principal, interest, reasonable and documented fees, expenses, and other amounts payable under the OpCo DIP Term Sheet as such become earned, due and payable, including, without limitation, the OpCo DIP Commitment Premium, the OpCo Exit Premium, the OpCo Redemption Premium, and the OpCo Agency Fee (each as defined below), audit fees, appraisal fees, valuation fees, administrative and collateral agents' fees, and reasonable fees and disbursements of the OpCo DIP Agent's and OpCo DIP Lenders' attorneys, advisors, accountants, appraisers, bankers, and other consultants, whether incurred prepetition or postpetition, all to the extent (and subject to the limitations) provided in, and in accordance with, this Interim Order and the OpCo DIP Facility Documents;
- (viii) subject to certain challenge rights of certain parties in interest (subject to the limitations specified herein), approving certain stipulations by the OpCo Debtors

with respect to (a) the Prepetition OpCo First Lien Credit Documents (as defined below), and (b) the claims, liens and security interests arising thereunder and therefrom;

- (ix) upon entry of the Final Order, waiving the OpCo Debtors' right to assert with respect to the Prepetition OpCo Secured Parties, Prepetition Collateral, the Cash Collateral or Adequate Protection Collateral (as defined below) (i) any "equities of the case" exception pursuant to section 552(b) of the Bankruptcy Code, (ii) the OpCo Debtors' and their estates' right to surcharge against the Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code, and (iii) the equitable doctrine of "marshalling" or any similar doctrine;
- (x) authorizing the OpCo DIP Secured Parties to exercise certain remedies under this Interim Order and the OpCo DIP Term Sheet upon the occurrence and during the continuation of a DIP Termination Event (as defined below);
- (xi) modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms of this Interim Order;
- (xii) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Interim Order; and
- (xiii) scheduling a final hearing (the "Final Hearing") to consider the relief requested in the Motion and approving the form of notice with respect to the Final Hearing.

This Court having considered the relief requested in the Motion, the OpCo DIP Declaration [Docket No. [●]], the First Day Declaration [Docket No. [●]], and the evidence submitted and arguments of counsel made at the initial hearing on the Motion on June 12, 2023 (the "Interim Hearing"); and notice of the Motion and the Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b) and (d), and 9014 and all applicable Local Rules, and it appearing that no other or further notice is necessary; and the Interim Hearing to consider the relief requested in the Motion having been held and concluded; and all objections and reservations of rights, if any, to the relief requested in the Motion having been withdrawn, resolved, or overruled on the merits by this Court; and it appearing that approval of the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the OpCo Debtors and their estates pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the OpCo

Debtors, their estates, and all parties in interest, and is essential for the continued operation of the OpCo Debtors' businesses and the preservation of the value of the OpCo Debtors' assets; and it appearing that the OpCo Debtors' performance with respect to the OpCo DIP Term Sheet and entry into the other OpCo DIP Facility Documents (if applicable) is a sound and prudent exercise of the OpCo Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor:

BASED UPON THE FOREGOING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:³

A. Petition Date. On June 8, 2023 and continuing on June 9, 2023 (the "Petition Date"), each of the OpCo Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (this "Court").

B. Debtors in Possession. The OpCo 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. As of the date hereof, no trustee, examiner or official committee of unsecured creditors has been appointed in any of the chapter 11 cases (the "Chapter 11 Cases").

C. Jurisdiction and Venue. This Court has jurisdiction over the OpCo Chapter 11 Cases, the Motion and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This Court's consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). This Court may enter a final order

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

consistent with Article III of the United States Constitution. Venue for the OpCo Chapter 11 Cases and the proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Notice. Upon the record presented to the Court at the Interim Hearing, and under the exigent circumstances set forth therein, proper, timely, adequate and sufficient notice of the Motion and the relief requested thereby and in this Interim Order has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules, and no further notice of, or hearing regarding, the entry of this Interim Order and the relief set forth herein is necessary or required.

E. OpCo Debtors' Stipulations. Subject to the limitations thereon contained in Paragraphs 18 and 19 of this Interim Order, the OpCo Debtors, on their own behalf and on behalf of their estates, represent, admit, stipulate, acknowledge and agree as follows:

(i) Prepetition OpCo Credit Facility. Pursuant to that certain Credit Agreement, dated as of July 30, 2021, by and among Lucky Bucks, as borrower, HoldCo as guarantor, the lenders party thereto from time to time (the "Prepetition OpCo First Lien Lenders"), Wilmington Savings Fund Society, FSB, as successor administrative agent and collateral agent (in such capacities, the "Prepetition OpCo First Lien Agent" and, together with the Prepetition OpCo First Lien Lenders, the "Prepetition OpCo Secured Parties"), as amended by (i) that certain Incremental Facility Amendment No. 1, dated as of October 12, 2021, (ii) that certain Incremental Facility Amendment No. 2, dated as of October 27, 2021, (iii) that certain Amendment No. 3, dated as of March 31, 2023, (iv) that certain Amendment No. 4, dated as of April 6, 2023, (v) that certain Amendment No. 5, dated as of April 29, 2023, (vi) that certain Amendment No. 6, dated as of May 5, 2023, (vii) that certain Amendment No. 7, dated as of May 15, 2023, (viii) that certain

Amendment No. 8, dated as of May 17, 2023, (ix) that certain Amendment No. 9, dated as of May 22, 2023, (x) that certain Amendment No. 10, dated as of May 24, 2023, (xi) that certain Amendment No. 11, dated as of May 30, 2023, and (xii) that certain Amendment No. 12, dated as of June 6, 2023 (the “Prepetition OpCo First Lien Credit Agreement” and, together with all related security agreements, collateral agreements, pledge agreements, control agreements and guarantees, the “Prepetition OpCo First Lien Credit Documents”), the Prepetition OpCo First Lien Lenders provided to Lucky Bucks (i) secured term loans in an initial aggregate principal amount of \$500,000,000 (the “TL Facility”) and (ii) commitments for revolving loans in an initial aggregate principal amount of \$35,000,000 (the “RC Facility” and, together with the TL Facility, the “Prepetition OpCo Credit Facility”). The RC Facility and the TL Facility were upsized to \$55 million and \$555 million, respectively, in October 2021.

(ii) HoldCo Guarantee. Lucky Bucks’ obligations under the Prepetition OpCo Credit Facility are guaranteed by HoldCo pursuant to that certain Guaranty, dated as of July 30, 2021 (the “HoldCo Guarantee”).

(iii) Prepetition OpCo First Lien Obligations. As of the Petition Date, pursuant to the Prepetition OpCo First Lien Credit Documents, the OpCo Debtors were jointly and severally indebted and liable, without defense, counterclaim, or offset of any kind, to the Prepetition OpCo Secured Parties, in the aggregate amount of not less than \$553.6 million on account of term loans and the aggregate amount of not less than \$56.3 million on account of revolving loans and accrued interest, *plus* all other fees, costs, expenses, indemnification obligations, reimbursement obligations, charges, premiums, additional interest, any other Obligations (as defined in the Prepetition OpCo First Lien Credit Agreement), and all other obligations of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing or chargeable

under the Prepetition OpCo First Lien Credit Documents (collectively, the “Prepetition OpCo First Lien Obligations”). The Prepetition OpCo First Lien Obligations constitute legal, valid, binding and non-avoidable obligations against the OpCo Debtors and are not subject to avoidance, recharacterization, counterclaim, defense, offset, recoupment, subordination, other claim, cause of action, or other challenge of any kind under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise. No payments or transfers made to or for the benefit of (or obligations incurred to or for the benefit of) the Prepetition OpCo Secured Parties by or on behalf of any of the OpCo Debtors prior to the Petition Date under or in connection with the Prepetition OpCo Credit Facility are subject to avoidance, recharacterization, counterclaim, defense, offset, subordination, other claim, cause of action or other challenge of any kind or nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise.

(iv) Prepetition OpCo First Liens. As of the Petition Date, the Prepetition OpCo First Lien Obligations were secured by valid, binding, non-avoidable, properly perfected and enforceable liens on and security interests (the “Prepetition OpCo First Liens”) in the Collateral (as defined in the Prepetition OpCo First Lien Credit Agreement, the “Prepetition Collateral”). The Prepetition OpCo First Liens (a) were granted to, or for the benefit of, the Prepetition OpCo Secured Parties for fair consideration and reasonably equivalent value; and (b) are senior in priority to any and all other liens on the Prepetition Collateral, except for the senior liens permitted by the Prepetition OpCo First Lien Credit Agreement and solely to the extent such senior liens were valid, binding and senior to the Prepetition OpCo First Liens as of the Petition Date or were in existence immediately prior to the Petition Date and were perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code) (the “Prepetition OpCo Permitted Liens”).

(v) No Defenses. No offsets, recoupments, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition OpCo First Lien Obligations or Prepetition OpCo First Liens exist and no portion of the Prepetition OpCo First Liens or Prepetition OpCo First Lien Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law. The OpCo Debtors and their estates have no claims, objections, challenges, causes of action, or choses in action, including claims and causes of action under sections 502(d), 544, 545, 547, 548, and 550 of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code whether pursuant to federal law or applicable state law or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition OpCo Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon or related to the Prepetition OpCo Credit Facility; and the OpCo Debtors waive, discharge, and release any right to challenge any of the Prepetition OpCo First Lien Obligations or Prepetition OpCo First Liens.

(vi) Cash Collateral. All of the cash of the OpCo Debtors, including cash on deposit or in any account by the OpCo Debtors as of the Petition Date, as well as all cash generated by the collection of the OpCo Debtors' accounts receivable, and any proceeds of other dispositions of any Prepetition Collateral, constitute Prepetition Collateral and, more specifically, "Cash Collateral" of the Prepetition OpCo Secured Parties within the meaning of Bankruptcy Code section 363(a).

(vii) Bank Accounts. The OpCo Debtors acknowledge and agree that, as of the Petition Date, none of the OpCo Debtors opened or maintains any bank accounts other than the

accounts identified in the *Motion for Entry of Interim and Final Orders (I) Authorizing them to (A) Maintain their Existing Cash Management System, Bank Accounts and Checks and (B) Engage in Intercompany Transactions Among the OpCo Debtors, (II) Granting Administrative Expense Status to Postpetition Intercompany Claims Among the OpCo Debtors, (III) Extending Time to Comply With Section 345(b) of the Bankruptcy Code and Certain of the U.S. Trustee's Operating Guidelines and (IV) Granting Related Relief* [Docket No. ____] (the “Cash Management Motion”).

(viii) Entitlement to Adequate Protection. The Prepetition OpCo Secured Parties are entitled, pursuant to sections 361, 362(c)(2), 363(e), 364(d)(1) and 507 of the Bankruptcy Code, to adequate protection of their respective interests in the Prepetition Collateral, including Cash Collateral, to the extent of any Diminution in Value of their interest in the Prepetition Collateral occurring from and after the Petition Date, resulting from the sale, lease or use of the Prepetition Collateral (including Cash Collateral), the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code, the Carve Out, and any other reason for which adequate protection may be granted under the Bankruptcy Code (such diminution, a “Diminution in Value”).

(ix) No Control. None of the OpCo DIP Secured Parties or Prepetition OpCo Secured Parties controls the OpCo Debtors or their properties or operations, has authority to determine the manner in which any OpCo Debtors' operations are conducted or is a control person or insider of the OpCo Debtors by virtue of any of the actions taken with respect to, in connection with, related to or arising from this Interim Order, the OpCo DIP Facility, the Prepetition OpCo Credit Facility or the Restructuring Support Agreement.⁴

⁴ “Restructuring Support Agreement” means the Restructuring Support Agreement dated as of June 8, 2023 (including all amendments, restatements, modifications, exhibits, and supplements thereto) by and among the Company Parties, the Consenting Lenders from time to time party thereto, the Consultants and the Sponsors (each, as defined therein).

F. Findings Regarding the OpCo DIP Facility and Use of Cash Collateral.

(i) Good and sufficient cause has been shown for the entry of this Interim Order and for authorizing the OpCo Debtors to obtain financing pursuant to the OpCo DIP Facility Documents, to use the Cash Collateral and to authorize the provision of adequate protection for the Prepetition OpCo Secured Parties. The terms of the OpCo DIP Facility and the use of Cash Collateral set forth herein are fair and reasonable, reflect the OpCo Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

(ii) As set forth in the DIP Declaration and the First Day Declaration, the OpCo Debtors have an ongoing and immediate need to continue the use of Cash Collateral and to obtain credit pursuant to the OpCo DIP Facility, in order to, among other things: (a) provide working capital and funding for general corporate purposes; (b) pay the costs of administration of the OpCo Chapter 11 Cases and claims or amounts approved by the Court; (c) pay costs and expenses related to the OpCo DIP Facility; (d) make adequate protection payments; (e) fund a limited portion of the debtor in possession term loan facility of Holdings (the "Holdings DIP Facility"), upon the entry of a Bankruptcy Court order approving Holdings' entry into the Holdings DIP Facility, and on the terms and conditions set forth in the Holdings DIP Term Sheet [(as defined in the Restructuring Support Agreement) and any order approving the Holdings DIP Facility, which shall be in the form and substance acceptable to the Required OpCo DIP Lenders (the "Holdings DIP Order")]; and (f) any other purposes specifically set forth in the Approved OpCo DIP Budget (as defined below). The OpCo Debtors will not have sufficient sources of working capital to operate their businesses or maintain their properties in the ordinary course of business during the OpCo Chapter 11 Cases without the use of Cash Collateral and the extension of the OpCo DIP Facility.

Absent granting the relief set forth in this Interim Order, the OpCo Debtors' estates and their businesses will be irreparably harmed.

(iii) As set forth in the DIP Declaration and the First Day Declaration, the OpCo Debtors are unable to obtain financing and other financial accommodations on more favorable terms under the circumstances from sources other than from the OpCo DIP Lenders under the OpCo DIP Facility Documents and are unable to obtain satisfactory unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code. The OpCo Debtors are also unable to obtain secured credit with liens equal or junior to existing liens allowable under sections 364(c)(2) or 364(c)(3) of the Bankruptcy Code and, therefore, must grant priming liens under section 364(d)(1) of the Bankruptcy Code and the DIP Superpriority Claims (as defined below) on the terms and conditions set forth in this Interim Order and the OpCo DIP Facility Documents. The roll-up of the Rolled OpCo DIP Term Loans, as provided for under the OpCo DIP Facility and this Interim Order, is appropriate because the OpCo DIP Lenders would not be willing to provide the OpCo DIP Facility or extend credit to the OpCo Debtors thereunder without the inclusion of the Rolled OpCo DIP Term Loans within the OpCo DIP Facility.

(iv) Based on the Motion, the First Day Declaration, the DIP Declaration, and the record presented to the Court at the Interim Hearing, the terms of the OpCo DIP Facility and the terms of the adequate protection granted to the Prepetition OpCo Secured Parties, as provided in this Interim Order, are fair and reasonable, reflect the OpCo Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and provide the OpCo Debtors reasonably equivalent value and fair consideration.

(v) The Prepetition OpCo Secured Parties have consented to (or, as applicable, are deemed to have consented to) the OpCo Debtors' entry into the OpCo DIP Facility, including

the granting of priming liens and claims in connection therewith, and the use of Cash Collateral, on the terms and conditions set forth in this Interim Order. The Prepetition OpCo Secured Parties shall have no liability for consenting to (or not opposing) the OpCo Debtors' entry into the OpCo DIP Facility and the use of Cash Collateral and other Prepetition Collateral pursuant to the terms of this Interim Order.

(vi) The Prepetition OpCo Secured Parties have acted in good faith, and without negligence or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to the Prepetition Collateral and the use of Cash Collateral and shall be entitled to all the rights, remedies, privileges and benefits afforded by section 363(m) of the Bankruptcy Code.

(vii) The OpCo DIP Facility and the OpCo Debtors' use of Prepetition Collateral (including Cash Collateral) have been negotiated in good faith and at arm's length among the OpCo Debtors, the OpCo DIP Secured Parties, and the Prepetition OpCo Secured Parties, and all of the OpCo Debtors' obligations and indebtedness arising under, in respect of, or in connection with, the OpCo DIP Facility and the OpCo DIP Facility Documents, including, without limitation, all loans made to and guarantees issued by the OpCo Debtors pursuant to the OpCo DIP Facility Documents, and any OpCo DIP Obligations shall be deemed to have been extended by the OpCo DIP Secured Parties and their respective affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the OpCo DIP Secured Parties (and their successors and assigns) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

G. Prepetition OpCo Permitted Liens. Nothing herein shall constitute a finding or ruling by this Court that any alleged Prepetition OpCo Permitted Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing herein shall prejudice any rights of any party in interest, including, but not limited to, any of the OpCo Debtors, the OpCo DIP Secured Parties, or the Prepetition OpCo Secured Parties to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Prepetition OpCo Permitted Lien or related security interest.

H. Immediate Entry. Good and sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2). Consummation of the OpCo DIP Facility and the use of Cash Collateral, in accordance with this Interim Order, the OpCo DIP Term Sheet and the other OpCo DIP Facility Documents are in the best interests of the OpCo Debtors' estates and consistent with the OpCo Debtors' exercise of their fiduciary duties.

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

IT IS HEREBY ORDERED THAT:

1. Motion Granted. The interim relief sought in the Motion is granted to the extent set forth herein. Any and all objections to the entry of this Interim Order, to the extent not withdrawn, waived, settled, or otherwise resolved, and all reservations of rights included therein, are hereby overruled on the merits. This Interim Order shall become effective immediately upon its entry.

2. Use of Cash Collateral. The OpCo Debtors are hereby authorized to use all Cash Collateral until the occurrence of a DIP Termination Event (as defined below) solely in accordance

with the OpCo DIP Facility Documents and this Interim Order to the extent set forth in the Approved OpCo DIP Budget, including, without limitation, to make payments on account of the Adequate Protection Obligations (as defined below) and other obligations provided for in this Interim Order. Nothing in this Interim Order shall authorize (a) the disposition of any assets of the OpCo Debtors outside the ordinary course, or any OpCo Debtor's use of any Cash Collateral or other proceeds resulting therefrom, or (b) use of Cash Collateral for the benefit of Holdings or any non-Debtor affiliate of the OpCo Debtors, except as expressly permitted by the OpCo DIP Facility Documents and this Interim Order and the Approved OpCo DIP Budget, as applicable.

3. Authorization of the OpCo DIP Facility and the OpCo DIP Facility Documents.

(a) The OpCo Debtors are hereby expressly authorized to execute and deliver, and, on such execution and delivery, directed to perform under the OpCo DIP Facility Documents, including the OpCo DIP Term Sheet.

(b) The OpCo Debtors are hereby authorized, subject to the terms and conditions of this Interim Order and the OpCo DIP Facility Documents, to borrow up to an aggregate principal amount of \$14,500,000 of Initial New Money OpCo DIP Loans and to exchange up to \$43,500,000 of Prepetition OpCo First Lien Obligations for Initial Rolled OpCo DIP Term Loans on a three-to-one basis for each dollar of the Initial New Money OpCo DIP Loans funded by each OpCo DIP Lender (plus interest, fees (including the DIP Fees and Premiums (as defined below)), indemnities and other expenses and other amounts provided for in the OpCo DIP Facility Documents), subject to any limitations on availability or borrowing under the OpCo DIP Facility Documents, which shall be used for all purposes permitted under this Interim Order, the OpCo DIP Term Sheet and the other OpCo DIP Facility Documents, including, without limitation, to provide working capital for the OpCo Debtors (but, for the avoidance of doubt, not Holdings or

any non-Debtor affiliates of Holdings, except as otherwise expressly permitted by the Restructuring Support Agreement, the Holdings DIP Facility or the Holdings DIP Order), to pay interest, fees and expenses and make adequate protection and other payments in accordance with this Interim Order and the OpCo DIP Facility Documents, as set forth in the OpCo DIP Facility Documents, and in accordance with the Approved OpCo DIP Budget. Upon entry of this Interim Order and the Final Order, respectively, without any further action by the OpCo Debtors or any other party, the OpCo Debtors shall be authorized and deemed to have effectuated the exchange of the Prepetition OpCo First Lien Obligations for (i) the Initial Rolled OpCo DIP Term Loans, subject to the occurrence of the Interim Closing Date and (ii) subject to the occurrence of the OpCo Final DIP Order Entry Date (as defined in the OpCo DIP Term Sheet), the Final Rolled OpCo DIP Term Loans, each upon the terms and conditions set forth in the OpCo DIP Term Sheet.

(c) In furtherance of the foregoing and without further approval of this Court, the OpCo Debtors are authorized and directed to perform all acts, to make, execute, and deliver all instruments, certificates, agreements and documents (including, without limitation, the execution or recordation of pledge and security agreements, financing statements, and other similar documents), and to pay all reasonable and actual fees and expenses in connection with or that may be reasonably required, appropriate or desirable for the OpCo Debtors' performance of their obligations under or related to the OpCo DIP Facility, including, without limitation:

- (i) the execution and delivery of, and performance under, each of the OpCo DIP Facility Documents, including, without limitations, the OpCo DIP Commitment Letter and Term Sheet (as defined in the OpCo DIP Commitment Letter), the Fronting Fee Letter, the Fronting Letter, the Master Consent and any other collateral or other documents contemplated thereby;
- (ii) the non-refundable and irrevocable payment to the OpCo Backstop Lenders, on a pro rata basis in accordance with their initial OpCo DIP Commitments, 5.00% of the aggregate principal amount of such new money OpCo DIP Commitments (the "OpCo DIP Backstop Premium"), payable in cash on the initial OpCo DIP Commitments held by the OpCo Backstop Lenders, earned upon execution of the

OpCo DIP Commitment Letter and payable solely upon the occurrence of the Interim Closing Date;

- (iii) the non-refundable and irrevocable payment to the OpCo DIP Agent and the OpCo DIP Lenders, as the case may be, of all reasonable and documented fees and expenses, including the DIP Fees and Premiums (which fees and expenses, in each case, were and were deemed to have been approved upon entry of this Interim Order, whether or not the fees and expenses arose before or after the Petition Date, and shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, applicable non-bankruptcy law or otherwise), and any amounts due (or that may become due) in respect of the indemnification and expense reimbursement obligations, in each case referred to in the OpCo DIP Facility Documents, including (A) 4.00% of the aggregate principal amount of the OpCo DIP Commitments (the “OpCo DIP Commitment Premium”), payable in cash on the commitments in respect of the New Money OpCo DIP Loans (as defined in the OpCo DIP Term Sheet), earned upon execution of the OpCo DIP Commitment Letter (as defined in the OpCo DIP Term Sheet) and payable solely upon the occurrence of the Interim Closing Date; (B) 3.00% of the funded amount of the Initial New Money OpCo DIP Loans (the “Initial OpCo Exit Premium”), earned upon the Interim Closing Date, and, subject to the entry of the Final Order, 3.00% of the funded amount of the Final New Money OpCo DIP Loans (the “Final OpCo Exit Premium”, and together with the Initial OpCo Exit Premium, collectively, the “OpCo Exit Premium”), earned on the OpCo Final DIP Order Entry Date, and in each case payable in cash on the Maturity Date (as defined in the OpCo DIP Term Sheet) (or, if earlier, any mandatory prepayment of the applicable New Money OpCo DIP Loans, whether as a result of acceleration or otherwise); (C) in the event that all or any portion of the New Money OpCo DIP Loans are repaid or prepaid as a result of a mandatory prepayment solely as a result of an asset sale of all or substantially all of the assets of the OpCo Debtors (other than in connection with any Credit Bid (as defined in the OpCo DIP Term Sheet) of the Prepetition OpCo First Lien Claims for a non-ordinary course sale of the OpCo Debtors’ assets pursuant to section 363 of the Bankruptcy Code that results in the OpCo DIP Lenders owning a majority of the equity interests of the OpCo Debtors), a premium in an aggregate amount equal to 10.00% of the aggregate principal amount of such New Money OpCo DIP Loans so prepaid or repaid (the foregoing premium, the “OpCo Redemption Premium”); (D) with respect to the OpCo DIP Agent, an agency fee (the “OpCo Agency Fee” and, together with the OpCo DIP Backstop Premium, the OpCo DIP Commitment Premium, the OpCo Exit Premium and the OpCo Redemption Premium, if applicable, the “DIP Fees and Premiums”), as set forth in the letter agreement between the OpCo DIP Agent and the OpCo Debtors, payable in accordance with the terms of such letter agreement; (E) with respect to the Fronting Lender, any fronting or seasoning fees, together with any costs or expenses, each as described in the Fronting Fee Letter; and (F) with respect to the OpCo DIP Secured Parties, all reasonable and documented costs and expenses as may become due from time to time under the OpCo DIP Facility Documents, the OpCo DIP Term Sheet and

this Interim Order, including, without limitation, fees and expenses of counsel, financial advisors, and other professionals retained by each of the OpCo DIP Agent and the OpCo DIP Lenders, as provided for, and subject to the limitations set forth, in the OpCo DIP Facility Documents (including the OpCo DIP Term Sheet) and this Interim Order, subject to Paragraph 16 below;

- (iv) the granting of all liens and claims with respect to, and the making of any payments in respect of, the Adequate Protection Obligations to the extent provided for in this Interim Order; and
- (v) the performance of all other acts necessary, appropriate, or desirable under or in connection with the OpCo DIP Term Sheet and the OpCo DIP Facility Documents.

4. OpCo DIP Obligations. The OpCo DIP Commitment Letter and Term Sheet and the other OpCo DIP Facility Documents (if any) shall constitute legal, valid, binding, and non-avoidable obligations of the OpCo Debtors, enforceable in accordance with the terms of this Interim Order and the OpCo DIP Facility Documents, against the OpCo Debtors and their estates and any successors thereto, including any trustee appointed in the OpCo Chapter 11 Cases, or in any case under chapter 7 of the Bankruptcy Code (or any other chapter of the Bankruptcy Code) upon the conversion of any of the OpCo Chapter 11 Cases (the “Trustee”), or in any other proceedings superseding or related to any of the foregoing (collectively, the “Successor Cases”). Upon entry of this Interim Order, the OpCo Debtors shall be jointly and severally liable for the OpCo DIP Obligations. Except as permitted by this Interim Order, no obligation, payment, transfer, or grant of security hereunder or under the OpCo DIP Facility Documents to the OpCo DIP Secured Parties shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under applicable law (including, without limitation, under sections 502(d), 544, and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or

otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or challenge, whether under the Bankruptcy Code or any other applicable law or regulation by any person or entity for any reason.

5. OpCo DIP Liens. Subject to the provisions set forth in this Paragraph 5, effective immediately upon entry of this Interim Order, the OpCo DIP Obligations shall be secured by valid, binding, continuing, enforceable, fully-perfected, non-avoidable, automatically and properly perfected liens on, and security interests in (such liens and security interests, the “OpCo DIP Liens”), all assets of the OpCo Debtors (and their estates) of any nature whatsoever and wherever located, whether first arising prior to or following the Petition Date, now owned or hereafter acquired, including all accounts, chattel paper, commercial tort claims, deposit accounts, documents, equipment, general intangibles, goods (including fixtures), instruments, inventory, investment property, money, cash, cash equivalents, and all deposit accounts, securities accounts, commodities accounts and lockboxes together with all money, cash, securities and other investment property on deposit from time to time therein, letters of credit, letter-of-credit rights and other supporting obligations, real property, books and records, and to the extent not otherwise included, all substitutions, replacements, accessions, products and other proceeds and products (whether tangible or intangible and including, without limitation, insurance proceeds, licenses (excluding the Master License (as defined in the Prepetition OpCo First Lien Credit Agreement) to the extent a grant of security interest in such license is prohibited or restricted, other than proceeds and receivables thereof), royalties, income, payments, claims, damages and proceeds of suit) of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing, and subject to entry of the Final DIP Order, the proceeds (the “Avoidance Proceeds”) of claims and causes of action under sections 502(d), 544, 545, 547, 548,

and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code whether pursuant to federal law or applicable state law (collectively, the “Avoidance Actions”) (all such property, the “OpCo DIP Collateral”); *provided that* the OpCo DIP Collateral will not include, and the OpCo DIP Liens will not extend to, the Carve Out Reserves (as defined below) or any “Excluded Property” described in clauses (iii) and (x) of the definition thereof in the Prepetition OpCo First Lien Credit Agreement; *provided further that* the OpCo DIP Agent and the Prepetition OpCo First Lien Agent shall have a security interest in any residual cash balance remaining in the Carve Out Reserves after all obligations benefitting from the Carve Out have been indefeasibly paid in full in cash pursuant to a final non-appealable order of this Court (or another court of competent jurisdiction) (such security interest on residual cash balances, in accordance with this proviso, the “Carve Out Security Interest”). The OpCo DIP Liens will otherwise have the following priorities:

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

(b) Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, first-priority priming security interest and lien (the “Priming Liens”) on all OpCo DIP Collateral, whether in existence on the Petition Date or

thereafter created, acquired, or arising and wherever located, to the extent that such OpCo DIP Collateral is subject to any of the Prepetition OpCo First Liens, subject only to the Carve Out and as to the Carve Out Reserves and funds therein, to the extent of any Carve Out Security Interest. The Priming Liens shall prime in all respects the liens and security interests of the Prepetition OpCo Secured Parties, with respect to the Prepetition OpCo Credit Facility (including, without limitation, the Prepetition OpCo First Liens and the Adequate Protection Liens granted to the Prepetition OpCo Secured Parties (the “Primed Liens”). Notwithstanding anything herein to the contrary, the Priming Liens (x) shall be subject and junior to the Prepetition OpCo Permitted Liens and will have no recourse to the Carve Out Reserves or the funds therein (other than to the extent of the Carve Out Security Interest on the terms therein) in all respects and (y) shall be senior in all respects to the Primed Liens, and (z) shall also be senior to the Adequate Protection Liens; and

(c) Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected junior priority security interest in and lien upon all of the OpCo DIP Collateral, including, without limitation, all prepetition and postpetition property of the OpCo Debtors, whether existing on the Petition Date or thereafter acquired, to the extent that such assets are subject to Prepetition OpCo First Liens or any other valid, perfected and non-avoidable liens immediately prior to the Petition Date (or perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code), subject only to (x) any such Prepetition OpCo First Liens or any other valid, perfected and non-avoidable liens in existence immediately prior to the Petition Date, and (y) the Carve Out.

6. DIP Superpriority Claims. Subject in all respects to the Carve Out, pursuant to section 364(c)(1) of the Bankruptcy Code, all of the OpCo DIP Obligations shall constitute allowed superpriority administrative expense claims against the OpCo Debtors on a joint and several basis

(without the need to file any proof of claim) with priority over any and all claims against the OpCo Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code and any and all administrative expenses or other claims (“Administrative Expense Claims”) arising under sections 105, 326, 327, 328, 330, 331, 365, 503(b), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code (including the Adequate Protection Obligations (as defined below)), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment, which allowed claims (the “DIP Superpriority Claims”) shall for purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, and which DIP Superpriority Claims shall be payable from and have recourse to all prepetition and postpetition property of the OpCo Debtors and all proceeds thereof (excluding the Avoidance Actions but, subject to the entry of the Final Order, including the Avoidance Proceeds) in accordance with the OpCo DIP Facility Documents, subject only to payment of the Carve Out and provided that the DIP Superpriority Claims will have no recourse to the Carve Out Reserves or the funds therein except to the extent of any Carve Out Security Interest on the terms therein. The DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code if this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise.

7. Approved OpCo DIP Budget; Compliance and Reporting

(i) Attached to this Interim Order as **Exhibit 1** is a 13-week cash flow forecast for the 13-week period commencing with the week that includes the Petition Date, approved by the Required OpCo DIP Lenders under and as defined in the OpCo DIP Term Sheet, which reflects on a line-item basis, the OpCo Debtors’ projected cash receipts (including, but not

limited to, extraordinary receipts, asset sales and insurance proceeds) and cash disbursements (including capital expenditures and other reinvestments) of the OpCo Debtors for the period covered thereby (the “Approved OpCo DIP Budget”). By no later than 11:59 PM (Eastern Time) on the Wednesday of the calendar week following the week in which the Petition Date occurs, and no later than 11:59 PM (Eastern Time) on each Wednesday of each calendar week thereafter (or, in each case, if any Wednesday is not a Business Day, the next Business Day thereafter), the OpCo Debtors shall deliver to the OpCo DIP Agent and the OpCo DIP Lenders (and their advisors) a variance report (each, a “Weekly Variance Report”) substantially in the form of Exhibit R attached to the Prepetition OpCo First Lien Credit Agreement setting forth, in reasonable detail, “receipts” and “disbursements” of the OpCo Debtors on a weekly, rolling four-week basis and cumulative basis (relative to the initial Approved OpCo DIP Budget) and any variances between the actual amounts and those set forth in the initial Approved OpCo DIP Budget and the then-in-effect Approved OpCo DIP Budget, and including detail by line-item as to whether a given variance is permanent or timing-based and commentary in respect thereof (including, without limitation, line item detail with respect to Existing Consulting Agreement Payments (as defined in the OpCo DIP Term Sheet)). Each Wednesday (or, if any Wednesday is not a Business Day, the next Business Day thereafter) of each calendar week, beginning with the calendar week that is four weeks following the week in which the Petition Date occurs, shall be referred to as a “Variance Testing Date”.

(ii) The OpCo Debtors shall comply with the following (collectively, the “Permitted Variances”):

- a. As of any Variance Testing Date, the OpCo Debtors shall not allow:
 - (i) the aggregate receipts of the OpCo Debtors to be less than 87.5% (on a

cumulative basis taking into account the variance for any prior Testing Period during the then-in-effect Approved OpCo DIP Budget period) of the estimated receipts for such items in the then-in-effect Approved OpCo DIP Budget, and (ii) the aggregate disbursements (including professional fees and expenses incurred by the OpCo Debtors, the OpCo DIP Agent and/or the OpCo DIP Lenders) to exceed 112.5% (on a cumulative basis taking into account the variance for any prior Testing Period during the then-in-effect Approved OpCo DIP Budget period) of the estimated disbursements provided in the then-in-effect Approved OpCo DIP Budget. The one-week period ending on the Sunday prior to each Variance Testing Date shall be referred to as a “Testing Period”.

- b. Additional variances, if any, from the Approved OpCo DIP Budget, and any proposed changes to the Approved OpCo DIP Budget, shall be subject to the written approval of the Required OpCo DIP Lenders. For the avoidance of doubt, any reference to “written consent” or “written approval” hereunder shall include consent or approval granted by e-mail (including as communicated by counsel to the OpCo DIP Lenders in writing).

(iii) Commencing at 11:59 P.M. (Eastern Time) on the Wednesday of the calendar week that is four weeks following the week in which the Petition Date occurs, and continuing at 11:59 P.M. (Eastern Time) on the Wednesday of every fourth week thereafter (or, in each case, if any Wednesday is not a Business Day, the next Business Day thereafter), or at any other interim time as reasonably requested by the OpCo Borrower, the weekly budget shall be updated, and if such updated budget is in form and substance satisfactory to the Required OpCo DIP Lenders in their sole discretion, it shall become the “Approved OpCo DIP Budget”. Any

amendments, supplements or modifications to the Approved OpCo DIP Budget or a Weekly Variance Report shall be subject to the prior written approval of the Required OpCo DIP Lenders prior to the implementation thereof. Until any such updated budget, amendment, supplement or modification has been approved by the Required OpCo DIP Lenders, the OpCo Debtors shall be subject to and be governed by the terms of the Approved OpCo DIP Budget then in effect.

(iv) The OpCo Debtors' use of the Cash Collateral and proceeds from the OpCo DIP Facility shall only be permitted pursuant to the terms of, and in strict accordance with, the Approved OpCo DIP Budget. The OpCo DIP Secured Parties (i) may assume that the OpCo Debtors will comply with the Approved OpCo DIP Budget, (ii) shall have no duty to monitor such compliance, and (iii) the OpCo Debtors shall not be obligated to pay any unpaid expenses incurred or authorized to be incurred pursuant to any Approved OpCo DIP Budget. Nothing in any Approved OpCo DIP Budget shall constitute an amendment or other modification of any OpCo DIP Facility Documents or other lending limits set forth therein. The consent of the OpCo DIP Lenders or the Prepetition OpCo Secured Parties, as applicable, to the use of New Money OpCo DIP Loans or Cash Collateral pursuant to this Interim Order shall not be construed as consent to the use of any New Money OpCo DIP Loans or Cash Collateral after the occurrence of an Event of Default (other than funding the Carve Out as set forth herein), regardless of whether the aggregate funds shown on the Approved OpCo DIP Budget have been expended. In addition to, and without limiting any rights to information sharing and access to books and records provided pursuant to the OpCo DIP Facility Documents, the OpCo Debtors shall permit representatives, advisors, agents, and employees of the OpCo DIP Agent and the OpCo DIP Lenders to: (i) have access to and inspect the OpCo Debtors' books and records; and (ii) discuss the OpCo Debtors'

affairs, finances, and condition with the OpCo Debtors' attorneys and financial advisors, subject to the limitations set forth in the OpCo DIP Term Sheet.

8. Carve Out.

(a) Carve Out. "Carve Out" shall mean the sum of (i) all fees required to be paid to the Clerk of the Court or to the U.S. Trustee under 28 U.S.C. § 1930 with respect to the OpCo Debtors' cases, with interest at the statutory rate pursuant to 31 U.S.C. § 3717 (the "Government Fees"); (ii) all reasonable fees and expenses up to \$50,000 incurred in the OpCo Debtors' cases by a trustee under section 726(b) of the Bankruptcy Code (the "Chapter 7 Expenses"), (iii) to the extent allowed at any time (whether by interim order, final order, procedural order or otherwise), all unpaid fees and expenses (collectively, the "Professional Fees") incurred on behalf of the OpCo Debtors or on behalf of a statutory committee appointed in the OpCo Debtors' cases (an "OpCo Committee") by persons or firms retained by the OpCo Debtors pursuant to sections 327, 328 or 363 of the Bankruptcy Code or by an OpCo Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals") only up to \$50,000 for the Investigation Expenses (as defined below) (collectively, the "Retained Professionals") at any time before or on the business day following delivery of a Trigger Notice (defined below), whether allowed by the Court prior to or after delivery of the Trigger Notice (the "Pre-Trigger Fees"); and (iv) the Professional Fees incurred on behalf of the OpCo Debtors or an OpCo Committee (subject to the Investigation Expenses Cap (as defined below)) by Retained Professionals in an aggregate amount not to exceed \$1,000,000 (the "Post-Trigger Fee Cap") after the first business day following delivery of a Trigger Notice (the "Post-Trigger Fees"). For the purposes of this Paragraph 8, Professional Fees of Retained Professionals shall not include any fees and expenses incurred by Holdings, including fees and expenses of Holdings' professionals,

the OpCo Committee in excess of the Investigation Expenses Cap or for any purpose other than the Investigation Expenses or of any other statutory committee, and shall only include fees and expenses incurred by the OpCo Debtors in connection with the Chapter 11 Cases. Any payment or reimbursement made on or after the delivery of the Trigger Notice shall permanently reduce the Carve Out on a dollar-for-dollar basis.

(b) The Pre-Trigger Fees shall include any restructuring, sale, success or other transaction-based fees of any investment bankers or financial advisors that are fully earned, due and payable pursuant to their engagement letters or retention orders prior to the delivery of the Trigger Notice. Neither the Pre-Trigger Fees nor the Post-Trigger fees shall include any restructuring, sale, success or other transaction fees of any investment bankers or financial advisors that have not been fully earned, due and payable pursuant to their engagement letters or retention orders prior to the delivery of the Trigger Notice. However, the “Sale Fee” (as defined in the engagement letter of Evercore Group L.L.C., dated April 21, 2023) shall be payable, to the extent approved by the Court and payable under the terms of such engagement letter, from any proceeds of a “Sale,” after the Carve Out Reserves have been fully funded pursuant to subsections (d) and (e) below and prior to any distribution to the Prepetition OpCo Secured Parties or the OpCo DIP Secured Parties.

(c) Trigger Notice. For purposes of the Carve Out, a “Trigger Notice” is a written notice delivered by the OpCo DIP Agent (acting at the direction of the Required OpCo DIP Lenders) by email through counsel to (i) the OpCo Debtors, (ii) the Prepetition OpCo First Lien Agent, (iii) any statutory committee appointed in the OpCo Chapter 11 Cases, (iv) any Trustee and (v) the U.S. Trustee (collectively, the “Carve Out Notice Parties”), in each case following the occurrence and during the continuation of a DIP Termination Event (subject to any

applicable grace period, waiver or forbearance), stating that the Post-Trigger Fee Cap has been invoked.

(d) Pre-Trigger Reserve.

(1) Within one business day of the delivery of the Trigger Notice, each Retained Professional shall deliver a statement to the OpCo DIP Agent, the OpCo DIP Lenders and the Carve Out Notice Parties setting forth a good-faith estimate of its Pre-Trigger Fees (collectively, the “Pre-Trigger Fee Estimates”).

(2) Delivery of the Trigger Notice shall be deemed to constitute a demand that the OpCo Debtors utilize all cash on hand and any available cash thereafter held by any OpCo Debtor to fund a reserve in an amount equal to the sum of the Government Fees, the Chapter 7 Expenses and the Pre-Trigger Fee Estimates (the “Pre-Trigger Reserve”). The OpCo Debtors shall deposit the Pre-Trigger Reserve in a segregated account, which shall constitute the corpus of a trust governed by New York law for the benefit of the entities entitled to receive payments of the Government Fees, the Chapter 7 Expenses and the Pre-Trigger Fees (the “Pre-Trigger Carve Out Beneficiaries”), and all disbursements from such account shall be made in accordance with this Interim Order.

(3) All funds in the Pre-Trigger Reserve shall be used *first* to pay the Government Fees, the Chapter 7 Expenses and the Pre-Trigger Fees up to the amounts estimated by each Retained Professional, *second* to pay the Pre-Trigger Fees beyond the amounts estimated by each Retained Professional, *third* to the OpCo DIP Agent on account of the OpCo DIP Obligations until their payment in full, and *fourth* in accordance with the priorities of liens, claims and interests set forth in this Interim Order and the Bankruptcy Code.

(e) Post-Trigger Reserve.

(1) Delivery of the Trigger Notice shall be deemed to constitute a demand that the OpCo Debtors utilize all cash on hand and any available cash thereafter held by any OpCo Debtor, in each case after the funding of the Pre-Trigger Reserve, to fund a reserve in an amount equal to the sum of the Post-Trigger Fee Cap (the “Post-Trigger Reserve” and, together with the Pre-Trigger Reserve, the “Carve Out Reserves”). The OpCo Debtors shall deposit the Post-Trigger Reserve in a segregated account which shall constitute the corpus of a trust governed by New York law for the benefit of the Retained Professionals that are entitled to receive payments of the Post-Trigger Fees (together with the Pre-Trigger Carve Out Beneficiaries, the “Carve Out Beneficiaries”), and all disbursements from such account shall be made in accordance with this Interim Order.

(2) All funds in the Post-Trigger Reserve shall be used *first* to pay the Post-Trigger Fees (up to the Post-Trigger Fee Cap), *second* to pay any Government Fees, Chapter 7 Expenses or Pre-Trigger Fees in excess of the Pre-Trigger Reserve, *third* to the OpCo DIP Agent on account of the OpCo DIP Obligations until their payment in full, and *fourth* in accordance with the priorities of liens, claims and interests set forth in this Interim Order and the Bankruptcy Code.

(f) Cure of Deficiencies. To the extent that the Carve Out Reserves are not fully funded in accordance with the subparagraphs (d) and (e) above or prove insufficient to satisfy the full amount of the Carve Out: any proceeds of Prepetition Collateral (whether realized by the OpCo Debtors, a chapter 7 trustee, the OpCo DIP Agent or any other person) shall be applied *first* to fund the Pre-Trigger Reserve in accordance with subparagraph (d), *second* to fund the Post-Trigger Reserve in accordance with subparagraph (e), *third* to pay any Government Fees, Chapter 7 Expenses or Pre-Trigger Fees in excess of the Pre-Trigger Reserve, and *fourth* in accordance

with the priorities of liens, claims and interests set forth in this Interim Order and the Bankruptcy Code. Notwithstanding anything to the contrary in the Prepetition OpCo First Lien Credit Documents, the OpCo DIP Facility or this Interim Order, following delivery of the Trigger Notice, the OpCo DIP Agent shall not block, sweep or foreclose on cash (including any cash proceeds of a sale or disposition of any assets) of the OpCo Debtors until both of the Carve Out Reserves have been fully funded.

(g) Limitations on Use. The Carve Out shall be subject to the restrictions on use of Cash Collateral and proceeds of the OpCo DIP Facility set forth in paragraph 18 of this Interim Order. For the avoidance of doubt, the Carve Out shall not include, and the Carve Out Reserves shall not be used for payment of, (i) any Professional Fees of Retained Professionals incurred by Holdings in connection with Holdings' Chapter 11 Case or (ii) other than up to \$50,000 in Investigation Expenses (the "Investigation Expenses Cap"), any fees or expenses of any unsecured Creditors' Committee appointed in the OpCo Debtors' or Holdings' Chapter 11 Cases. The Pre-Trigger Fees and Post-Trigger Fees for any OpCo Committee shall not exceed \$50,000 in the aggregate and shall be solely for the Investigation Expenses.

(h) Security Interests in Residual Carve Out Reserves. The Carve Out Beneficiaries shall have a perfected first-priority security interest in the applicable Carve Out Reserve. The OpCo DIP Agent and the Prepetition OpCo First Lien Agent shall have a security interest in any residual cash balance remaining in the Carve Out Reserves after all Government Fees, Chapter 7 Expenses or Pre-Trigger Fees in excess of the Pre-Trigger Reserve benefitting from the Carve Out have been indefeasibly paid in full, in cash pursuant to a final non-appealable order of this Court (or another court of competent jurisdiction). After satisfaction of the Government Fees, the Chapter 7 Expenses, the Pre-Trigger Fees and the Post-Trigger Fees (up to

the Post-Trigger Fee Cap), any excess funds in the Carve Out Reserves shall be paid to the OpCo DIP Agent or the Prepetition OpCo First Lien Agent as provided in subparagraphs (d) and (e) above.

(i) No Implied Cap. Except for the Investigation Expenses Cap, in no way shall the Approved OpCo DIP Budget, the Carve Out, the Post-Trigger Fee Cap or the Carve Out Reserves be construed (i) as a cap or limitation on the amount of allowed Professional Fees that may be payable by the OpCo Debtors or (ii) to impair the right of any party to object to allowance of any Professional Fees.

(j) Limitation on Responsibility of Secured Parties. None of the Prepetition OpCo Secured Parties shall be responsible for the payment or reimbursement of any fees or expenses of any Retained Professional incurred in connection with these OpCo Chapter 11 Cases or any Successor Cases. Nothing in this Interim Order shall be construed to obligate the Prepetition OpCo Secured Parties to pay compensation to, or to reimburse the expenses of, any Retained Professional or to guarantee that the OpCo Debtors have sufficient funds to pay such compensation or reimbursement.

(k) Cash. The word “cash” as used in this Paragraph 8 shall include all cash, checks, deposit accounts and other cash equivalents.

9. Payments Free and Clear. Subject to the Carve Out and subject to Paragraphs 18 and 19 with respect to the Rolled OpCo DIP Term Loans, any and all payments or proceeds remitted to the OpCo DIP Agent on behalf of the OpCo DIP Lenders pursuant to the provisions of this Interim Order, any OpCo DIP Facility Document or any subsequent order of this Court, including, without limitation, shall be irrevocable, received free and clear of any claim, charge, assessment or other liability, including, without limitation.

10. Adequate Protection.

(a) Prepetition OpCo Secured Parties. Subject only to the Carve Out and the terms of this Interim Order, pursuant to sections 361, 363(e) and 364 of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of their interests in the Prepetition Collateral (including Cash Collateral), for any aggregate Diminution in Value resulting from the Carve Out, the sale, lease or use of the Prepetition Collateral (including Cash Collateral), the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code, and any other reason for which adequate protection may be granted under the Bankruptcy Code, the Prepetition OpCo Agent, for the benefit of the Prepetition OpCo Secured Parties, is hereby granted the following (collectively, the “Adequate Protection Obligations”); *provided that* the Prepetition OpCo First Lien Agent shall have no recourse to the Carve Out Reserves except to the extent of the Carve Out Security Interests on the terms herein, and the adequate protection will otherwise include:

(1) Adequate Protection Liens. The Prepetition OpCo First Lien Agent, for the benefit of itself and the other Prepetition OpCo Secured Parties (the “Adequate Protection Parties”), is hereby granted, as security for and solely to the extent of any Diminution in Value, additional and replacement valid, binding, enforceable, non-avoidable, effective and automatically perfected liens on, and security interest in (the “Adequate Protection Liens”) the OpCo DIP Collateral, excluding, for the avoidance of doubt, the Avoidance Actions, but including the Avoidance Proceeds (collectively, the “Adequate Protection Collateral”), without the necessity of the execution, recordation or other filing of any security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents. The Adequate

Protection Liens shall be subject and junior only to the OpCo DIP Liens, the Prepetition OpCo Permitted Liens and the Carve Out;

(2) Adequate Protection Claims. As further adequate protection, and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, the Adequate Protection Parties are hereby granted, as of the Petition Date, allowed administrative expense claims in each of the OpCo Chapter 11 Cases to the extent of any Diminution in Value (the “Adequate Protection Claims”). The Adequate Protection Claims shall be payable from and have recourse to all OpCo DIP Collateral and all proceeds thereof. Subject to the Carve Out and the DIP Superpriority Claims in all respects, the Adequate Protection Claims will not be junior or *pari passu* to any claims and shall have priority over all Administrative Expense Claims against each of the OpCo Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 506(c) (subject to entry of a Final Order), 507(a), 507(b), 546(c), 726, 1113 and 1114 of the Bankruptcy Code; *provided, that* the Prepetition OpCo Secured Parties shall not receive or retain any payments, property or other amounts in respect of the Adequate Protection Claims from the OpCo Debtors granted hereunder unless and until the OpCo DIP Obligations have been indefeasibly paid in full, in cash, or as otherwise provided in the OpCo DIP Facility Documents;

(3) Interest. As further adequate protection, the interest under the Prepetition OpCo Credit Facility shall accrue at the default rate and shall be payable in kind during the OpCo Chapter 11 Cases;

(4) Adequate Protection Fees and Expenses. As further adequate protection, the OpCo Debtors are authorized and directed to pay, in accordance with Paragraph 16

of this Interim Order, the reasonable and documented prepetition and postpetition fees and expenses (the “Adequate Protection Fees and Expenses”) of the Prepetition OpCo Secured Parties as follows: (i) professionals retained by the ad hoc group of certain lenders under the TL Facility (the “TL Ad Hoc Group”), including but not limited to (A) Akin Gump Strauss Hauer & Feld LLP, as counsel, (B) Greenhill & Co., Inc., as financial advisor, (C) OnMessage Public Strategy (OMPS), as policy advisor, (D) Robbins Alloy Belinfante Littlefield LLC, as regulatory counsel, (E) Cole Schotz P.C., as Delaware counsel and (F) Prairie Peak LLC, as operational advisor; (ii) professionals retained by the ad hoc group of certain lenders under the RC Facility (the “RC Ad Hoc Group”) including (A) Latham & Watkins LLP, as counsel, (B) McGuireWoods LLP, as counsel to Capital One N.A. solely with respect to reasonable and documented prepetition fees and expenses and subject to the fee caps set out in the OpCo DIP Commitment Letter and Term Sheet, and (C) Crowell & Moring LLP, as counsel to Keybank National Association solely with respect to reasonable and documented prepetition fees and expenses and subject to the fee caps set out in the OpCo DIP Commitment Letter and Term Sheet; and (iii) professionals retained by the Prepetition OpCo First Lien Agent, including but not limited to (A) ArentFox Schiff LLP, as counsel, and (B) Potter Anderson & Corroon LLP, as Delaware counsel (in each case in accordance with the terms of the engagement letters between such professionals and the Debtors).

(5) Reporting. As further adequate protection, the Prepetition OpCo Secured Parties shall be entitled to delivery of all reports and notices deliverable to the OpCo DIP Secured Parties pursuant to the OpCo DIP Facility Documents and this Interim Order (as modified or waived by the Required OpCo DIP Lenders from time to time).

(6) Right to Seek Additional Adequate Protection. This Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of

the Prepetition OpCo Secured Parties to request additional forms of adequate protection at any time or any party in interest's right to object thereto.

(b) Section 507(b) Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition OpCo Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the OpCo Chapter 11 Cases. The receipt by the Prepetition OpCo Secured Parties of the adequate protection provided herein shall not be deemed an admission that the interests of the Prepetition OpCo Secured Parties are adequately protected or limit the rights of the Prepetition OpCo Secured Parties to seek additional relief with respect to the use of Cash Collateral or to seek additional adequate protection.

11. Perfection of the OpCo DIP Liens and Adequate Protection Liens.

(a) The OpCo DIP Agent and the Prepetition OpCo First Lien Agent are hereby authorized, but not required, to file or record (and to execute in the name of the OpCo Debtors, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, intellectual property filings, mortgages (other than any leasehold mortgages), depository account control agreements, notices of lien, or similar instruments in any jurisdiction in order to validate and perfect the Adequate Protection Liens. Whether or not the OpCo DIP Agent or the Prepetition OpCo First Lien Agent, each in its sole discretion, chooses to file such financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments, such OpCo DIP Liens or Adequate Protection Liens shall be deemed valid, automatically perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination (subject to the priorities set forth in this Interim Order), as of the Petition Date. Upon the request of the OpCo DIP Agent or the Prepetition OpCo First Lien Agent, each of the

OpCo Debtors, without any further consent of any party, is authorized to take, execute, deliver, and file such instruments (in the case of the Prepetition OpCo Secured Parties, without representation or warranty of any kind) to enable the OpCo DIP Agent or the Prepetition OpCo First Lien Agent, as applicable, to further validate, perfect, preserve and enforce the OpCo DIP Liens or the Adequate Protection Liens. All such documents will be deemed to have been recorded and filed as of the Petition Date.

(b) A copy of this Interim Order may, in the discretion of the OpCo DIP Agent or the Prepetition OpCo First Lien Agent be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Interim Order for filing and recording.

(c) Subject to entry of the Final Order, any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations, in order for any OpCo Debtor to pledge, grant, sell, assign, or otherwise transfer either of the OpCo Debtors' interests in any lease, license, or other agreement, or the proceeds thereof, or other collateral related thereto in connection with the granting of the OpCo DIP Liens and the Adequate Protection Liens, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Thereupon, any such provision shall have no force and effect with respect to the granting of the OpCo DIP Liens and the Adequate Protection Liens on the OpCo Debtors' interests in any lease, license, or other agreement or the proceeds of any assignment, and/or sale thereof by any OpCo Debtor in accordance with the terms of the OpCo DIP Facility Documents or this Interim Order.

12. DIP Termination Event. Subject to any applicable notice periods and other terms set forth in Paragraph 13 of this Interim Order, the OpCo DIP Obligations or the Adequate Protection Obligations shall accelerate and become due and payable in full and the OpCo DIP Commitments shall be terminated without further notice or action by the Court following the earliest to occur of any of the following (each a “DIP Termination Event”): (i)(A) at the election of the Required OpCo DIP Lenders, the occurrence and continuation of any Event of Default (as defined in the OpCo DIP Term Sheet), which Events of Default are explicitly incorporated by reference into this Interim Order, of the type set forth in clauses (ii), (v), (vi) and (xx) of the Events of Default section of the OpCo DIP Term Sheet and (B) the occurrence and continuation of any other Event of Default (as defined in the OpCo DIP Term Sheet); provided that, in each case, such Event of Default has not been waived in accordance with the terms of the OpCo DIP Term Sheet; (ii) the OpCo Debtors’ failure to comply with any material provision of this Interim Order (provided that such failure is not the result of any breach of the OpCo DIP Facility Documents by any of the OpCo DIP Secured Parties) after five (5) business days’ notice of such failure from the OpCo DIP Agent to the OpCo Debtors; (iii) the occurrence of the Maturity Date (as defined in OpCo DIP Term Sheet); (iv) the entry of an order authorizing the use of Cash Collateral of the OpCo DIP Lenders or financing under section 364 of the Bankruptcy Code other than pursuant to this Interim Order or the filing by either of the OpCo Debtors of a motion seeking such authority; (v) at the election of the Required OpCo DIP Lenders, the failure to satisfy any of the Milestones (as defined in the OpCo DIP Term Sheet) on the applicable date of such Milestone; (vi) the filing of a plan or disclosure statement (other than one that has been approved by the Required Consenting Lenders (as defined in the Restructuring Support Agreement) in consultation with the Consenting RC Ad Hoc Group Lenders (as defined in the Restructuring Support Agreement)) by

the OpCo Debtors which does not provide for the payment in full, in cash of the OpCo DIP Obligations and the Prepetition OpCo First Lien Obligations; and (vii) termination of the Restructuring Support Agreement.

13. Remedies Upon a DIP Termination Event. The OpCo Debtors shall immediately provide notice to counsel to each of the OpCo DIP Agent, the OpCo DIP Lenders and the Prepetition OpCo First Lien Agent of the occurrence of any DIP Termination Event. Upon the occurrence of a DIP Termination Event (regardless of whether the OpCo Debtors have given the notice described in the previous sentence), the commitment of each OpCo DIP Lender to make New Money OpCo DIP Loans will be terminated to the extent any such commitment remains under the OpCo DIP Facility and the OpCo DIP Obligations or the Adequate Protection Obligations shall accelerate and become due and payable in full, and, following the giving of five (5) days' written notice (the "Notice Period"), which may be by email (the "Enforcement Notice"), by the OpCo DIP Agent (at the direction of the Required OpCo DIP Lenders) to counsel to the OpCo Debtors, the U.S. Trustee, and counsel to any official committee of unsecured creditors, (i) the use of Cash Collateral shall terminate, (ii) the OpCo DIP Agent, acting at the direction of the Required OpCo DIP Lenders, may seek an expedited hearing to seek relief from the automatic stay to foreclose upon the OpCo DIP Collateral and enforce any other rights and remedies against the OpCo DIP Collateral available to it under this Interim Order, the OpCo DIP Term Sheet, the other OpCo DIP Facility Documents and applicable non-bankruptcy law, and (iii) the Prepetition OpCo Secured Parties may seek to exercise any rights and remedies to satisfy the Adequate Protection Claims and any other Adequate Protection Obligations, subject to the OpCo DIP Liens, the DIP Superpriority Claims and the Carve Out. The automatic stay pursuant to section 362 of the Bankruptcy Code shall be automatically terminated to (1) permit the OpCo DIP Agent to deliver

the Enforcement Notice, (ii) terminate the OpCo DIP Commitments and accelerate the OpCo DIP Obligations, and (iii) terminate the use of Cash Collateral at the end of the Notice Period. For the avoidance of doubt, the only permissible basis for the OpCo Debtors to contest, challenge or object to the termination of Cash Collateral shall be solely with respect to the validity of the DIP Termination Event(s) giving rise to the Enforcement Notice (i.e., whether such DIP Termination Event(s) validly occurred or has not been cured or waived in accordance with this Interim Order or the OpCo DIP Facility Documents). The OpCo Debtors, the OpCo DIP Secured Parties, and the Prepetition OpCo Secured Parties agree not to oppose a request by any party for an expedited hearing filed during such Notice Period.

14. No Waiver for Failure to Seek Relief. The failure or delay of the OpCo Debtors, the OpCo DIP Secured Parties, or any of the Prepetition OpCo Secured Parties to exercise rights and remedies under this Interim Order, the OpCo DIP Facility Documents, the Prepetition OpCo First Lien Credit Agreement, the HoldCo Guarantee, the other Prepetition OpCo First Lien Credit Documents or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

15. Preservation of Rights Granted Under this Interim Order.

(a) Subject to the Carve Out, other than as set forth in this Interim Order, none of the OpCo DIP Liens, the Adequate Protection Liens or the Prepetition OpCo First Liens shall be made subject to or *pari passu* with any lien or security interest granted in any of the OpCo Chapter 11 Cases or arising after the Petition Date, and none of the OpCo DIP Liens, the Adequate Protection Liens or the Prepetition OpCo First Liens shall be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the OpCo Debtors' estates under section 551 of the Bankruptcy Code.

(b) In the event this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, the validity and priority of any liens or claims granted to the OpCo DIP Secured Parties and the Prepetition OpCo Secured Parties hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the OpCo DIP Secured Parties and the Prepetition OpCo Secured Parties shall be entitled to the protections afforded by sections 364(e) and 363(m) of the Bankruptcy Code, as applicable, with respect to all uses of the OpCo DIP Collateral, the Prepetition Collateral (including the Cash Collateral) and all Adequate Protection Obligations.

(c) Subject to the Carve Out, unless and until all OpCo DIP Obligations and Adequate Protection Obligations are indefeasibly paid in full, in cash, and all commitments under the OpCo DIP Facility are otherwise terminated in accordance with the terms thereof, the OpCo Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly: (i) except as permitted under the OpCo DIP Facility Documents, or with the prior written consent of the OpCo DIP Agent and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) (x) any modification, stay, vacatur, or amendment of this Interim Order, (y) a priority claim for any administrative expense, secured claim or unsecured claim against either of the OpCo Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in sections 503(b), 507(a), or 507(b) of the Bankruptcy Code) in either of the OpCo Chapter 11 Cases, equal or superior to the DIP Superpriority Claims or the Adequate Protection Claims (or the liens and security interests securing such claims and obligations or the Prepetition OpCo First Lien

Obligations), or (z) any other order allowing use of the OpCo DIP Collateral or the Adequate Protection Collateral; (ii) except as permitted in the OpCo DIP Facility Documents or with the prior written consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), any lien on any of the OpCo DIP Collateral, the Adequate Protection Collateral or the Prepetition Collateral with priority equal or superior to the OpCo DIP Liens, the Adequate Protection Liens or the Prepetition OpCo First Liens, as the case may be; (iii) the use of Cash Collateral for any purpose other than as permitted in the OpCo DIP Facility Documents or this Interim Order; (iv) an order converting or dismissing either of the OpCo Chapter 11 Cases; (v) an order appointing a chapter 11 trustee in either of the OpCo Chapter 11 Cases; or (vi) an order appointing an examiner with expanded powers in either of the OpCo Chapter 11 Cases. Each OpCo Debtor irrevocably waives any right to seek any amendment, modification or extension of this Interim Order without the prior written consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), and no such consent shall be implied by any action, inaction or acquiescence of the Required Consenting Lenders.

(d) Notwithstanding any order dismissing either of the OpCo Chapter 11 Cases under section 1112 of the Bankruptcy Code or otherwise entered at any time, (x) the OpCo DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Claims, and the other administrative claims granted pursuant to this Interim Order shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all OpCo DIP Obligations and/or Adequate Protection Obligations are indefeasibly paid in full, in cash (and such OpCo DIP Liens, DIP Superpriority Claims, Adequate Protection Liens, Adequate Protection Claims, and other administrative claims granted pursuant to this Interim Order, shall notwithstanding such dismissal, remain binding on all parties in interest); and (y) this Court shall

retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in clause (x) above.

(e) Except as otherwise expressly provided in this Interim Order, the OpCo DIP Facility Documents, the OpCo DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Claims, and all other rights and remedies of the OpCo DIP Secured Parties and the Prepetition OpCo Secured Parties granted by the provisions of this Interim Order and the OpCo DIP Facility Documents shall survive, shall maintain their priority as provided in this Interim Order, and shall not be modified, impaired or discharged by (i) the entry of an order converting either of the OpCo Chapter 11 Cases to a case under chapter 7, dismissing either of the OpCo Chapter 11 Cases, terminating the joint administration of the Chapter 11 Cases or by any other act or omission, or (ii) the entry of an order confirming a plan in any of the OpCo Chapter 11 Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the OpCo Debtors have waived any discharge as to any remaining OpCo DIP Obligations or Adequate Protection Obligations. The terms and provisions of this Interim Order and the OpCo DIP Facility Documents shall continue in the OpCo Chapter 11 Cases, in any Successor Cases if the OpCo Chapter 11 Cases cease to be jointly administered, or in any superseding chapter 7 cases for the OpCo Debtors under the Bankruptcy Code. The OpCo DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Claims, and all other rights and remedies of the OpCo DIP Agent, OpCo DIP Lenders, and the Prepetition OpCo Secured Parties granted by the provisions of this Interim Order shall continue in full force and effect until the OpCo DIP Obligations and the Adequate Protection Obligations, are indefeasibly paid in full, in cash (or, with respect to the OpCo DIP Obligations, otherwise satisfied in a manner agreed to by the OpCo DIP Lenders). Notwithstanding anything to the contrary in this Interim Order or the OpCo DIP Facility

Documents, nothing in this Interim Order or the OpCo DIP Facility Documents shall affect any right of any OpCo Secured Parties or the Prepetition OpCo Secured Parties to object to any sale of the OpCo Debtors' assets or chapter 11 plan that does not pay the OpCo DIP Obligations, the DIP Superpriority Claims or the Adequate Protection Obligations in full, and all such rights are expressly preserved.

16. Good Faith Under Sections 364(e) and 363(m) of the Bankruptcy Code; No Modification or Stay of this Interim Order. The OpCo DIP Secured Parties and the Prepetition OpCo Secured Parties, have acted in good faith in connection with this Interim Order and are entitled to rely upon the protections granted herein and by sections 364(e) and 363(m) of the Bankruptcy Code, as applicable. Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, and in accordance with sections 364(e) or 363(m) of the Bankruptcy Code, in the event any or all of the provisions of this Interim Order are hereafter modified, amended or vacated by a subsequent order of this Court or any other court, the OpCo DIP Secured Parties and the Prepetition OpCo Secured Parties are entitled to the protections provided in sections 364(e) or 363(m) of the Bankruptcy Code, as applicable. Any such modification, amendment or vacatur shall not affect the validity and enforceability of any advances previously made or made hereunder, or lien, claim or priority authorized or created hereby.

17. Expenses and Indemnification.

(a) The OpCo Debtors are authorized and directed to pay, without further Court order, the reasonable and documented fees and expenses whether incurred before or after the Petition Date of (i) professionals retained by the OpCo DIP Secured Parties and the TL Ad Hoc Group, including but not limited to (A) Akin Gump Strauss Hauer & Feld LLP, as counsel, (B) Greenhill & Co., Inc., as financial advisor, (C) OnMessage Public Strategy (OMPS), as policy

advisor, (D) Robbins Alloy Belinfante Littlefield LLC, as regulatory counsel, (E) Cole Schotz P.C., as Delaware counsel, and (F) Prairie Peak LLC, as operational advisor; (ii) professionals retained by the RC Ad Hoc Group, including (A) Latham & Watkins LLP, as counsel, (B) McGuireWoods LLP, as counsel to Capital One N.A. solely with respect to reasonable and documented prepetition fees and expenses and subject to the fee caps set out in the OpCo DIP Commitment Letter and Term Sheet, and (C) Crowell & Moring LLP, as counsel to Keybank National Association solely with respect to reasonable and documented prepetition fees and expenses and subject to the fee caps set out in the OpCo DIP Commitment Letter and Term Sheet; and (iii) professionals retained by the OpCo DIP Agent and the Prepetition OpCo First Lien Agent, including but not limited to (A) ArentFox Schiff LLP, as counsel, and (B) Potter Anderson & Corroon LLP, as Delaware counsel (collectively, the “OpCo Lender Professionals”). The OpCo Lender Professionals shall not be required to file motions or applications with respect to the fees incurred by the OpCo Lender Professionals (the “OpCo Lender Professionals Fees”); *provided, however* that any time such professionals seek payment of fees and expenses from the OpCo Debtors, each professional shall provide summary copies of its fee and expense statements or invoices (which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine) to counsel to the OpCo Debtors, the U.S. Trustee and counsel to any official committee of unsecured creditors (collectively, the “Fee Notice Parties”). If no objection to payment of the requested OpCo Lender Professional Fees and expenses is made, in writing, by any of the Fee Notice Parties within ten (10) calendar days after

delivery of such invoices (the “Fee Objection Period”), then such invoice shall be promptly paid, without further order of, or application to, the Court or notice to any other party, and, in any case, within five (5) calendar days following the expiration of the Fee Objection Period and shall not be subject to any further review, challenge, or disgorgement. For the avoidance of doubt, the provisions of such invoices shall not constitute a waiver of attorney-client privilege or any benefits of the attorney work product doctrine. If within the Fee Objection Period, a Fee Notice Party sends to the affected professional and files with the Court a written objection to such invoice, then only the disputed portion of such OpCo Lender Professionals Fees shall not be paid until the objection is resolved by the applicable parties in good faith or by order of the Court, and any undisputed portion shall be paid within five (5) calendar days following the expiration of the Fee Objection Period.

(b) In addition, the OpCo Debtors will indemnify the OpCo DIP Lenders, the OpCo DIP Agent and their respective affiliates, and hold them harmless from and against all reasonable and documented out-of-pocket costs, expenses and liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the OpCo DIP Facility in accordance with, and subject to the limitations of, the OpCo DIP Facility Documents.

18. Limitation on Use of OpCo DIP Facility Proceeds, OpCo DIP Collateral, and Cash Collateral.

(a) Investigation. Subject to Paragraph 19, none of the OpCo DIP Facility, the OpCo DIP Collateral, the Prepetition Collateral or the proceeds thereof, including Cash Collateral, or the Carve Out may be used: (i) to investigate, initiate, prosecute, join, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application,

motion, objection, defense, or other litigation of any type (a) against any of the OpCo DIP Secured Parties or the Prepetition OpCo Secured Parties (each in their capacities as such) under the OpCo DIP Facility Documents, this Interim Order or the Prepetition OpCo First Lien Credit Documents, including, without limitation, for the payment of any services rendered by the professionals retained by the OpCo Debtors or any official committee of unsecured creditors in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of any of the OpCo DIP Secured Parties or the Prepetition OpCo Secured Parties to recover on the OpCo DIP Collateral or the Prepetition Collateral, or seeking affirmative relief against any of the OpCo DIP Agent, the OpCo DIP Lenders or the Prepetition OpCo Secured Parties related to the OpCo DIP Obligations, or the Prepetition OpCo First Lien Obligations, (b) seeking to invalidate, set aside, avoid or subordinate, in whole or in part, the OpCo DIP Obligations, the DIP Superpriority Claims, or the OpCo DIP Agent's and the OpCo DIP Lenders' liens or security interests in the OpCo DIP Collateral or the Prepetition OpCo First Lien Obligations or the Prepetition OpCo First Liens or (c) for monetary, injunctive, or other affirmative relief against the OpCo DIP Agent, the OpCo DIP Lenders or the Prepetition OpCo Secured Parties (each in their capacities as such), or their respective liens on or security interests in the OpCo DIP Collateral or the Prepetition Collateral, the DIP Superpriority Claims, the Adequate Protection Obligations or the Prepetition First Lien Obligations that would impair the ability of any of the OpCo DIP Agent, the OpCo DIP Lenders, or the Prepetition OpCo Secured Parties to assert or enforce any lien, claim, right or security interest or to realize or recover on the OpCo DIP Obligations, the Adequate Protection Obligations or the Prepetition OpCo First Lien Obligations

to the extent permitted or provided hereunder; (ii) for objecting to or challenging in any way the legality, validity, extent, priority, perfection or enforceability of the claims, liens, or interests (including the Prepetition OpCo First Liens) held by or on behalf of each of the Prepetition OpCo Secured Parties related to the Prepetition OpCo First Lien Obligations or the Adequate Protection Obligations or by or on behalf of the OpCo DIP Secured Parties related to the OpCo DIP Obligations; (iii) for asserting, commencing or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to the OpCo DIP Obligations, the DIP Superpriority Claims, the OpCo DIP Liens, the Adequate Protection Liens, the Prepetition OpCo First Lien Obligations, or the Prepetition OpCo First Liens; and (iv) for prosecuting an objection to, contesting in any manner or raising any defenses to, the validity, extent, amount, perfection, priority or enforceability of: (x) any of the OpCo DIP Liens, the DIP Superpriority Claims or any other rights or interests of the OpCo DIP Agent or the DIP Lenders related to the OpCo DIP Obligations or the OpCo DIP Liens or (y) any of the Adequate Protection Obligations or the Prepetition OpCo First Liens or any other rights or interests of any of the Prepetition OpCo Secured Parties related to the Prepetition OpCo First Lien Obligations; *provided* that up to \$50,000 of aggregate proceeds of the OpCo DIP Facility or the Cash Collateral may be used by any official committee of unsecured creditors appointed in the OpCo Chapter 11 Cases to investigate the validity, security, perfection, priority, extent or enforceability of any amount due under, or the liens or claims granted under or in connection with, the Prepetition OpCo First Lien Credit Agreement (and other potential claims, counterclaims, causes of action or defenses against the Prepetition OpCo Secured Parties), solely with respect to the Prepetition OpCo First Lien Credit Documents, the Prepetition OpCo First Lien Obligations and the Prepetition Collateral within the Challenge Period (such proceeds, the “Investigation Expenses”).

(b) Committee Fees. Other than with respect to the Investigation Expenses, none of the OpCo DIP Facility, the OpCo DIP Collateral, the Prepetition Collateral or the proceeds thereof, including Cash Collateral, or the Carve Out may be used for payment of fees and expenses associated with any official unsecured creditors' committee appointed in the OpCo Chapter 11 Cases and any amounts in excess thereof shall not be allowed as administrative expenses or otherwise in the OpCo Chapter 11 Cases, and payment of such fees and expenses shall be the sole responsibility of Holdings.

(c) Holdings Costs and Fees. None of the OpCo DIP Facility, the OpCo DIP Collateral, the Prepetition Collateral or the proceeds thereof, including Cash Collateral, or the Carve Out, other than up to \$2 million of the OpCo DIP Facility used to fund the Holdings DIP Facility in accordance with the Holdings DIP Order (if applicable), shall be used in any way to or for the benefit of Holdings or the Holdings' chapter 11 cases, including without limitation for any (a) working capital and general corporate purposes of Holdings, including for the payment of professional fees incurred prior to and after the Petition Date, (b) bankruptcy-related costs and expenses, (c) costs and expenses related to any debtor in possession financing facility incurred by Holdings, or (d) other purposes not specifically on a line-item basis set forth in the Approved OpCo DIP Budget (it being understood that, in any event, Existing Consulting Agreement Payments (as defined in the OpCo DIP Term Sheet) shall be permitted). The Debtors' Retained Professionals shall allocate all fees and expenses incurred in connection with the OpCo Chapter 11 Cases between Holdings and the OpCo Debtors, and only the fees incurred in connection with representation of the OpCo Debtors and allowed by this Court shall be payable from the OpCo DIP Facility, the OpCo DIP Collateral, the Prepetition Collateral or the proceeds thereof.

19. Effect of Stipulations on Third Parties.

(a) The acknowledgments, stipulations, admissions, waivers and releases contained herein shall be binding upon the OpCo Debtors, their estates, and any successor or assigns thereto upon entry of this Interim Order. The acknowledgments, stipulations, admissions, waivers and releases contained in this Interim Order shall also be binding upon all other parties in interest, including any official committee of unsecured creditors appointed in the OpCo Chapter 11 Cases, or any Trustee, unless (i) such party, having obtained the requisite standing, has duly filed an adversary proceeding or contested matter challenging the validity, perfection, priority, extent, or enforceability of the Prepetition OpCo First Liens or the Prepetition OpCo First Lien Obligations, or otherwise asserting or prosecuting any other claims, counterclaims or causes of action, objections, contests, or defenses (each, a “Challenge”) against the Prepetition OpCo Secured Parties in connection with any matter related to the Prepetition OpCo First Lien Credit Agreement, the HoldCo Guarantee, the other Prepetition OpCo First Lien Credit Documents, the Prepetition Collateral, the Prepetition OpCo First Liens, or the Prepetition OpCo First Lien Obligations by no later than the earlier of (A) commencement of a hearing to consider the confirmation of a chapter 11 plan for the OpCo Debtors, (B) entry of an order under section 363 of the Bankruptcy Code approving the sale of all or substantially all of the OpCo Debtors’ assets or (C) 75 calendar days from the entry of this Interim Order, subject to further written extension (which writing may be in the form of e-mail by counsel) by the Prepetition OpCo First Lien Agent (at the direction of the requisite Prepetition OpCo First Lien Lenders in accordance with the Prepetition OpCo First Lien Credit Agreement) and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) (the “Challenge Period”); *provided* that in the event that, prior to the expiration of the Challenge Period, (x) either of the OpCo

Debtors' Chapter 11 Cases is converted to a Successor Case or (y) a Trustee is appointed, then, in each such case, the Challenge Period shall be extended for a period of 30 days solely with respect to any Trustee, commencing on the occurrence of either of the events described in the foregoing clauses (x) and (y); and (ii) an order is entered by a court of competent jurisdiction and becomes final and non-appealable in favor of the plaintiff sustaining any Challenge in such duly filed adversary proceeding.

(b) If no Challenge is timely filed prior to the expiration of the Challenge Period, without further order of this Court: (x) the Prepetition OpCo First Lien Obligations shall constitute allowed claims, not subject to any Challenge (whether characterized as a counterclaim, setoff, subordination, recharacterization, defense, avoidance, contest, attack, objection, recoupment, reclassification, reduction, disallowance, recovery, disgorgement, attachment, "claim" (as defined by section 101(5) of the Bankruptcy Code), impairment, subordination (whether equitable, contractual or otherwise), or other challenge of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law), for all purposes in the OpCo Chapter 11 Cases and any subsequent chapter 7 cases, if any; (y) the Prepetition OpCo First Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, non-avoidable liens, not subject to setoff, subordination, defense, avoidance, impairment, disallowance, recharacterization, reduction, recoupment, or recovery; and (z) the Prepetition OpCo First Lien Obligations, the Prepetition OpCo First Liens on the Prepetition Collateral and the Prepetition OpCo Secured Parties (in their capacities as such) shall not be subject to any other or further Challenge and all parties in interest shall be forever enjoined and barred from seeking to exercise the rights of the OpCo Debtors' estates or taking any such action, including any successor thereto

(including any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period).

(c) If no Challenge is timely filed by a party with requisite standing as provided above prior to the expiration of the Challenge Period, (i) the stipulations and admissions contained in this Interim Order shall nonetheless remain binding and preclusive on all other parties in interest, including any Trustee, except with respect to any party that timely files a Challenge and solely as to any stipulations or admissions that are specifically and expressly challenged in such adversary proceeding or contested matter *provided* that the filing of a motion by any official committee of unsecured creditors seeking standing with respect to a Challenge, attaching a draft of the complaint setting forth such Challenge, shall toll any such committee's or party's Challenge Period in respect of such Challenge, solely as to any stipulations or admissions that are specifically and expressly challenged in such adversary proceeding or contested matter, until the date that is one business day after the entry of an order of the Court (which order, on request of any party, will be issued within 14 days of the filing of the Motion) ruling on such standing motion with respect to such Challenge (or to such later date as agreed by the challenging party, the OpCo Debtors, and the Prepetition OpCo First Lien Agent); and (ii) any Challenge not brought in such adversary proceeding or contested matter shall be forever barred; *provided* that, if and to the extent any challenges to a particular stipulation or admission are withdrawn, denied or overruled, such stipulation also shall be binding on the OpCo Debtors' estates and all parties in interest. For the avoidance of doubt, none of the Prepetition Collateral, including the Cash Collateral (including any proceeds thereof) shall be used to fund any professional fees or expenses of any party in connection with any Challenge whether pursuant to this Interim Order or otherwise.

(d) Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including any official committee of unsecured creditors, standing or authority to pursue any claims or causes of action belonging to the OpCo Debtors or their estates, including, without limitation, any challenge with respect to the Prepetition OpCo First Lien Credit Agreement or the Prepetition OpCo First Lien Obligations.

20. Release. Effective upon entry of this Interim Order, subject to the rights of parties in interest, other than the OpCo Debtors and the OpCo Debtors' estates, pursuant to Paragraphs 18 and 19 of this Interim Order, each of the OpCo Debtors and the OpCo Debtors' estates, on its own behalf and on behalf of its past, present, and future predecessors, successors, heirs, subsidiaries, and assigns, hereby absolutely, unconditionally, and irrevocably releases and forever discharges and acquits the OpCo DIP Secured Parties, the Prepetition OpCo Secured Parties and their respective affiliates and each of their respective former or current officers, partners, directors, managers, owners, members, principals, employees, agents, related funds, investors, financing sources, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, solely in their capacities as such (collectively, the "Released Parties"), from any and all obligations and liabilities to the OpCo Debtors (and their successors and assigns) and from any and all claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions, and causes of action arising prior to the Petition Date of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract tort or under any state or federal law or otherwise, arising out of or related to the OpCo DIP Facility, the OpCo DIP Obligations, the OpCo DIP Liens, the OpCo DIP

Facility Documents, the Prepetition OpCo Credit Facility, the Prepetition OpCo First Lien Obligations, the Prepetition OpCo First Liens, the obligations owing and the financial obligations made thereunder, the negotiation of any of the foregoing and the agreement reflected thereby, in each case that the OpCo Debtors at any time had, now have or may have, or that their successors or assigns hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause, or thing whatsoever arising at any time on or prior to the date of this Interim Order; *provided* that nothing herein shall relieve the Released Parties from fulfilling their obligations under the OpCo DIP Facility Documents and this Interim Order.

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

22. Credit Bidding. (i) The OpCo DIP Agent, or any assignee or designee of the OpCo DIP Agent, acting at the direction of the Required OpCo DIP Lenders and on behalf of the OpCo DIP Lenders shall have the unqualified and unconditional right to credit bid up to the full amount of any OpCo DIP Obligations in any sale of any of the OpCo Debtors' assets, including pursuant to (a) section 363 of the Bankruptcy Code, (b) a plan of reorganization or a plan of liquidation under section 1129 of the Bankruptcy Code, or (c) a sale or disposition by a chapter 7 trustee for any OpCo Debtor under section 725 of the Bankruptcy Code and (ii) the Prepetition OpCo First Lien Agent (on behalf, and at the direction, of the Prepetition OpCo First Lien Lenders pursuant to the Prepetition OpCo First Lien Credit Agreements) shall have the unqualified and

unconditional right to credit bid, subject to section 363(k) of the Bankruptcy Code, (x) up to the full amount of the Prepetition OpCo First Lien Obligations and (y) the Adequate Protection Obligations in the sale or other disposition of any assets of the OpCo Debtors, including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code, pursuant to a plan of reorganization or liquidation or by a chapter 7 trustee in a chapter 7 proceeding, and each OpCo DIP Secured Party shall automatically be deemed a “qualified bidder” with respect to any disposition of assets by the OpCo Debtors under or pursuant to (a) section 363 of the Bankruptcy Code, (b) a plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or (c) a sale or disposition by a chapter 7 trustee for any of the OpCo Debtors under section 725 of the Bankruptcy Code. The OpCo DIP Agent, at the direction of the Required OpCo DIP Lenders and on behalf of the OpCo DIP Lenders, and the Prepetition OpCo First Lien Agent at the direction of the requisite Prepetition OpCo First Lien Lenders pursuant to the Prepetition OpCo First Lien Credit Agreements and on behalf of the Prepetition OpCo First Lien Lenders, shall have the absolute right to assign, sell, or otherwise dispose of its right to credit bid in connection with any credit bid by or on behalf of the OpCo DIP Secured Parties or Prepetition OpCo Secured Parties, as applicable, to any acquisition entity or joint venture formed in connection with such bid.

23. Refinancing of Certain Prepetition OpCo First Lien Obligations. The roll-up of certain of the Prepetition OpCo First Lien Obligations into the Interim Rolled OpCo DIP Term Loans will be immediate, automatic, and, subject to the rights of parties in interest pursuant to Paragraphs 18 and 19 of this Interim Order other than the OpCo Debtors, irrevocable, except as otherwise provided in this Interim Order and the OpCo DIP Term Sheet, and the Interim Rolled OpCo DIP Term Loans shall be entitled to all the priorities, privileges, rights, and other benefits

afforded to the other OpCo DIP Obligations under this Interim Order and the OpCo DIP Facility Documents. The conversion of Prepetition OpCo First Lien Obligations into the Interim Rolled OpCo DIP Term Loans as described in this Paragraph 23 shall be authorized as compensation for, in consideration for, as a necessary inducement for, and on account of the agreement of the OpCo DIP Lenders to fund amounts under the OpCo DIP Facility and not as payments under, adequate protection for, or otherwise on account of, any Prepetition OpCo First Lien Obligations.

24. Limitation on Charging Expenses. Subject to and effective upon entry of the Final Order, and except to the extent of the Carve Out, no costs or expenses of administration of the OpCo Chapter 11 Cases or any Successor Cases at any time, including, without limitation, any costs and expenses incurred in connection with the preservation, protection, or enhancement of realization by the Prepetition OpCo Secured Parties, respectively, upon the Prepetition Collateral, shall be charged against or recovered from the Prepetition Collateral, whether pursuant to section 506(c) of the Bankruptcy Code, any other legal or equitable doctrine (including unjust enrichment) or otherwise, without the prior written consent of the requisite Prepetition OpCo Secured Parties under the Prepetition OpCo First Lien Credit Documents with respect to the Prepetition Collateral, and no such consent shall be implied, directly or indirectly, from anything contained in this Interim Order (including, without limitation, consent to the Carve Out or the approval of any budget hereunder) or from any other action, inaction, or acquiescence by any of the Prepetition OpCo Secured Parties.

25. No Marshaling; Section 552(b) Waiver. Subject to and effective upon entry of the Final Order, in no event shall the Prepetition OpCo First Lien Agent or the Prepetition OpCo Secured Parties be subject to the equitable doctrine of “marshaling” or any similar doctrine with respect to the Adequate Protection Collateral, Adequate Protection Obligations, Prepetition

Collateral or the Prepetition OpCo First Lien Obligations, and all proceeds shall be received and applied in accordance with the Prepetition OpCo First Lien Credit Documents and this Interim Order. Each of the Prepetition OpCo Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and, subject to entry of the Final Order granting such relief, in no event shall the “equities of the case” exception in section 552(b) of the Bankruptcy Code apply to the Prepetition OpCo Secured Parties or the Prepetition Collateral.

26. Binding Effect; Successors and Assigns. The provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in the OpCo Chapter 11 Cases, including, without limitation, the OpCo DIP Secured Parties, the Prepetition OpCo Secured Parties, any official committee of unsecured creditors, and the OpCo Debtors and their respective successors and assigns (including any Trustee hereinafter appointed or elected for the estate of any of the OpCo Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the OpCo Debtors or with respect to the property of the estate of any of the OpCo Debtors) and shall inure to the benefit of the OpCo DIP Secured Parties or the Prepetition OpCo Secured Parties, *provided* that the OpCo DIP Secured Parties or the Prepetition OpCo Secured Parties shall have no obligation to permit the use of proceeds of the OpCo DIP Facility or any Prepetition Collateral or OpCo DIP Collateral, including Cash Collateral, or to extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the OpCo Debtors.

27. Limitation of Liability. In determining to make any loan under the OpCo DIP Facility Documents, permitting the use of Cash Collateral, or exercising any rights or remedies as and when permitted pursuant to this Interim Order, the OpCo DIP Facility Documents or Prepetition OpCo First Lien Credit Documents, the OpCo DIP Secured Parties and the Prepetition

OpCo Secured Parties shall not be deemed to be in control of the operations of the OpCo Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the OpCo Debtors or their respective business, nor shall they owe any fiduciary duty to any of the OpCo Debtors, their creditors or estates, or constitute or be deemed to constitute a joint venture or partnership with any of the OpCo Debtors. Furthermore, nothing in this Interim Order, the OpCo DIP Facility Documents or the Prepetition OpCo First Lien Credit Agreement shall in any way be construed or interpreted to impose or allow the imposition upon the OpCo DIP Agent, the OpCo DIP Lenders and the Prepetition OpCo Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the OpCo Debtors and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code).

28. Master Proofs of Claim. Notwithstanding anything to the contrary in the Motion or this Interim Order, the Prepetition OpCo First Lien Agent is authorized, but not directed or required, to file one master proof of claim on behalf of themselves and the other Prepetition OpCo Secured Parties, as applicable, on account of any and all of the respective claims arising under the Prepetition OpCo First Lien Credit Agreement, the HoldCo Guarantee, the other Prepetition OpCo First Lien Credit Documents or hereunder (each, a “Master Proof of Claim”). For administrative convenience, any such Master Proof of Claim authorized herein may be filed in the case of Debtor Lucky Bucks with respect to all amounts asserted in such Master Proof of Claim, and such Master Proof of Claim shall be deemed to be filed and asserted by the applicable entity or entities against each OpCo Debtor asserted to be liable for the applicable claim. For the avoidance of doubt, the provisions set forth in this paragraph and any Master Proof of Claim filed pursuant to the terms hereof are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party in interest or their respective successors in interest, including,

without limitation, the numerosity requirements set forth in section 1126 of the Bankruptcy Code. The Prepetition OpCo First Lien Agent shall not be required to attach any instruments, agreements, or other documents evidencing the obligations owing by each of the OpCo Debtors, which instruments, agreements, or other documents will be provided upon written request to counsel to the Prepetition OpCo First Lien Agent.

29. Automatic Stay Modified. The automatic stay shall be modified and lifted to the extent necessary to permit the OpCo DIP Agent, the OpCo DIP Lenders or the Prepetition OpCo Secured Parties, as applicable, to provide any notices to the OpCo Debtors or take any other action as contemplated by and in accordance with this Interim Order.

30. Information and Other Covenants. The OpCo Debtors shall comply in all material respects with the reporting requirements and all other affirmative covenants set forth in the OpCo DIP Facility Documents. The OpCo Debtors shall maintain their cash management system consistent with the terms and conditions of any interim and/or final order approving the Cash Management Motion, which order shall be in the form and substance reasonably acceptable to the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders).

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

32. Effectiveness. This Interim Order shall constitute findings of fact and conclusions of law and shall take effect as of the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9024 or any other Bankruptcy Rule or Local Rule or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be

immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

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

34. Interim Order Governs. In the event of any inconsistency between the provisions of the OpCo DIP Facility Documents and this Interim Order, the provisions of this Interim Order shall govern.

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

36. Final Hearing. The Final Hearing on the Motion, if required, shall be held on [●], 2023, at [●], prevailing Eastern Time; provided that the Final Hearing may be adjourned or otherwise postponed upon the OpCo Debtors filing a notice of such adjournment with the consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders). The OpCo Debtors shall provide notice of the Final Hearing, the Motion and Interim Order in accordance with the Local Rules to all parties having been given notice of the Interim Hearing and to any other party entitled to notice pursuant to Local Rule 9013-(m) and Bankruptcy Rule 2002. Any objections or responses to entry of the Final Order shall be filed on or before [●], prevailing Eastern Time, on [●], 2023 and shall be served upon: (i) the Debtors, 5820 Live Oak Parkway, Suite 300, Norcross, Georgia 30071; (ii) counsel to the Debtors, (a) Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attn: Dennis F. Dunne, Esq. (DDunne@Milbank.com), and Tyson M. Lomazow, Esq. (TLomazow@Milbank.com), and (b) Richards, Layton, & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Russell C. Silberglied, Esq. (silberglied@rlf.com) and David T. Queroli,

Esq. (queroli@rlf.com); (iii) counsel to the Prepetition OpCo Secured Parties, (a) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036 (Attn: Philip C. Dublin (pdublin@akingump.com), Sara Brauner (sbrauner@akingump.com), and Anna Kordas (akordas@akingump.com)), and (b) Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801 (Attn: Justin Alberto (jalberto@coleschotz.com)); (iv) counsel to the RC Ad Hoc Group, Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020 (Attn: Adam Goldberg (adam.goldberg@lw.com) and Brian S. Rosen (brian.rosen@lw.com)); (v) counsel to the Prepetition OpCo First Lien Agent, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, NY 10019 (Attn: Jeffrey R. Gleit (Jeffrey.gleit@afslaw.com)); (vi) counsel to the Creditors' Committee, if any; and (vii) the Office of the U.S. Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 King Street, Room 2207, Wilmington, DE 19801, (Attn: Jane M. Leamy (jane.m.leafy@usdoj.gov)).

37. Retention of Jurisdiction. The Court shall retain jurisdiction to resolve any and all disputes arising under or related to the provisions of this Interim Order, and to enforce all of the conditions of this Interim Order.

Exhibit 1

Approved OpCo DIP Budget

[illegible]

Exhibit B to DIP Financing Motion

OpCo DIP Term Sheet

LUCKY BUCKS, LLC

**Senior Secured Superpriority
OpCo Debtor in Possession Credit Facility Term Sheet**

This Senior Secured Superpriority OpCo Debtor in Possession Credit Facility Term Sheet (including all schedules, annexes and exhibits hereto, as may be amended, restated, supplemented or otherwise modified from time to time, this “**OpCo DIP Term Sheet**”) describes the terms and conditions of the senior secured superpriority debtor in possession term loan facility (the “**OpCo DIP Facility**”) to be provided by the OpCo DIP Lenders (as defined below) to Lucky Bucks, LLC, a Georgia limited liability company (the “**OpCo Borrower**”), in connection with cases (collectively, the “**OpCo Chapter 11 Cases**”) filed or to be filed by the OpCo Borrower and Lucky Bucks HoldCo, LLC, a Delaware limited liability company (“**HoldCo**”, and together with the OpCo Borrower, the “**OpCo Debtors**”; it being understood that, for purposes of this OpCo DIP Term Sheet, “OpCo Debtors” shall not include Holdings (as defined below)), in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) pursuant to chapter 11 of title 11 of the United States Code (as amended, the “**Bankruptcy Code**”) no later than June 8, 2023 (the “**Petition Date**”). The OpCo DIP Facility is being provided by the OpCo DIP Lenders in reliance upon the promulgation and consummation of the Restructuring (as defined in the Restructuring Support Agreement referenced below). The OpCo DIP Commitment Letter and Term Sheet (as defined in the OpCo DIP Commitment Letter referenced below) constitutes a legal, valid and binding obligation of each party hereto, and is enforceable against each party hereto in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws (as defined in the Prepetition OpCo First Lien Credit Agreement) and by general principles of equity.

Capitalized terms used but not defined herein have the meanings assigned to them in the Restructuring Support Agreement, dated as of June 8, 2023 (including all amendments, restatements, modifications, exhibits, and supplements thereto, the “**Restructuring Support Agreement**”) by and among the Company Parties, the Consenting Lenders from time to time party thereto, the Consultants and the Sponsors (each, as defined therein), the supplemental implementation term sheet attached as Exhibit A to the Restructuring Support Agreement (the “**Supplemental Implementation Term Sheet**”) or the OpCo Interim DIP Order (as defined below).

OPCO BORROWER:	Lucky Bucks, LLC, a Georgia limited liability company, in its capacity as a debtor and debtor in possession under chapter 11 of the Bankruptcy Code.
OPCO GUARANTOR:	HoldCo (the “ OpCo Guarantor ”).
LIMITED GUARANTOR:	Lucky Bucks Holdings LLC, a Delaware limited liability company (“ Holdings ”), shall provide a limited, unsecured guaranty of the OpCo DIP Obligations used to fund the OpCo Holdings DIP Tranche (as defined in the Supplemental Implementation Term Sheet).
OPCO DIP LENDERS:	Participation in the OpCo DIP Facility shall be offered to all Consenting Prepetition Lenders (as defined in the Restructuring Support Agreement) who have joined the Restructuring Support Agreement as of the Petition Date, and shall be backstopped by the members of the Ad Hoc Groups (as defined in the Restructuring Support Agreement) (collectively, the “ OpCo Backstop Lenders ”) in the amounts set forth on <u>Annex A</u> hereto (all such participating

	lenders, collectively, the “ OpCo DIP Lenders ” and, individually, each an “ OpCo DIP Lender ”).
OPCO DIP AGENT:	Wilmington Savings Fund Society, FSB, or an agent reasonably acceptable to the OpCo Borrower and the Required OpCo Backstop Lenders (as defined below) shall be the sole administrative agent and collateral agent for the OpCo DIP Facility (in such capacities, the “ OpCo DIP Agent ”).
OPCO DIP FACILITY:	The OpCo DIP Lenders agree, severally and not jointly, to make senior secured superpriority debtor in possession loans to the OpCo Borrower in a total aggregate principal amount not to exceed at any time outstanding aggregate principal commitments of \$20,500,000 (the “ OpCo DIP Commitments ”) on the terms and conditions herein; <i>provided</i> that no OpCo Backstop Lender shall be obligated to make OpCo DIP Loans (as defined below) in an amount in excess of the portion of the OpCo DIP Commitments set forth next to such OpCo Backstop Lender’s name in the table set forth on <u>Annex A</u> hereto; <i>provided, further</i> , that the OpCo DIP Commitments with respect to the New Money OpCo DIP Loans will be initially provided and funded through Jefferies Capital Services, LLC, as fronting lender (the “ Fronting Lender ”), in accordance with the terms of a fronting agreement by and among the Fronting Lender and the OpCo Backstop Lenders party thereto (the “ Fronting Letter ”), the Master Consent (as defined below) and the Fronting Fee Letter (as defined below).
AVAILABILITY PERIOD:	The OpCo DIP Facility shall be available from the Interim Closing Date (as defined below) to the Maturity Date (as defined below), unless terminated earlier pursuant to the terms hereof or the OpCo DIP Orders (as defined below). The OpCo Borrower may request draws under the OpCo DIP Facility on the dates set forth below by delivering a notice of borrowing to the OpCo DIP Agent (the “Notice of Borrowing”), duly executed by an authorized officer of the OpCo Borrower: (i) <u>Initial OpCo DIP Loans</u>: On the Interim Closing Date, the OpCo Borrower may request loans in an aggregate principal amount equal to \$58,000,000 consisting of (a) \$14,500,000 of new money term loans (the “Initial New Money OpCo DIP Loans”) and (b) \$43,500,000 of existing obligations under the Prepetition OpCo First Lien Credit Agreement that are converted on a dollar for dollar basis on the Interim Closing Date into the OpCo DIP Facility (the “Initial Rolled Term Loans”, and together with the Initial New Money OpCo DIP Loans, the “Initial OpCo DIP Loans”) to be provided by the OpCo DIP Lenders holding OpCo DIP Commitments with respect to Initial New Money OpCo DIP Loans at such time or the Fronting Lender, pursuant to mechanics agreed to by the OpCo Borrower and the Required OpCo Backstop Lenders, strictly in accordance

	with the Approved OpCo DIP Budget (as defined below) (after giving effect to the Permitted Variances (as defined below)), subject to the satisfaction or any waiver by the Required OpCo Backstop Lenders of the conditions precedent described under the section below entitled “Conditions Precedent to the Initial OpCo DIP Loans on the Interim Closing Date” and otherwise in accordance with the provisions of this OpCo DIP Term Sheet and the “Use of Proceeds” Section hereof and the terms of the OpCo Interim DIP Order; and (ii) <u>Final OpCo DIP Loans</u>: Upon entry of the OpCo Final DIP Order (as defined below), the OpCo Borrower shall request loans in an aggregate principal amount equal to \$24,000,000, consisting of (a) \$6,000,000 of new money term loans (the “Final New Money OpCo DIP Loans”, and together with the Initial New Money OpCo DIP Loans, the “New Money OpCo DIP Loans”) and (b) \$18,000,000 of existing obligations under the Prepetition OpCo First Lien Credit Agreement that are converted on a dollar for dollar basis on the OpCo Final DIP Order Entry Date into the OpCo DIP Facility (the “Final Rolled Term Loans” and, together with the Initial Rolled Term Loans, the “Rolled Term Loans”; the Final New Money OpCo DIP Loans together with the Final Rolled Term Loans, the “Final OpCo DIP Loans”; the Initial OpCo DIP Loans together with the Final OpCo DIP Loans, the “OpCo DIP Loans”) to be provided by the OpCo DIP Lenders holding OpCo DIP Commitments with respect to Final New Money OpCo DIP Loans at such time or the Fronting Lender, strictly in accordance with the Approved OpCo DIP Budget (after giving effect to the Permitted Variances), subject to the satisfaction or any waiver by the Required OpCo Backstop Lenders of the conditions precedent described under the section below entitled “Conditions Precedent to the Final OpCo DIP Loans on the OpCo Final DIP Order Entry Date” and in accordance with the provisions of this OpCo DIP Term Sheet and the “Use of Proceeds” Section hereof and the terms of the OpCo Final DIP Order. The OpCo DIP Lenders holding OpCo DIP Commitments with respect to Initial New Money OpCo DIP Loans or the Fronting Lender shall fund the Initial New Money OpCo DIP Loans by wire transfer of immediately available funds no later than 11:00 a.m., New York City time, one (1) Business Day after entry of the OpCo Interim DIP Order to the account of the OpCo DIP Agent, and the OpCo DIP Agent shall fund the Initial New Money OpCo DIP Loans to the OpCo Borrower by wire transfer of immediately available funds on such date. Upon the funding of the Initial New Money OpCo DIP Loans to the OpCo Borrower, the Initial Rolled Term
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	Loans shall be immediately converted from Prepetition OpCo First Lien Loans (as defined below). The OpCo DIP Lenders holding OpCo DIP Commitments with respect to Final New Money OpCo DIP Loans or the Fronting Lender shall fund the Final New Money OpCo DIP Loans by wire transfer of immediately available funds no later than 2:00 p.m., New York City time, one (1) Business Day prior to the requested funding date for the Final OpCo DIP Loans to the account of the OpCo DIP Agent. Upon the funding of the Final New Money OpCo DIP Loans to the OpCo Borrower, the Final Rolled Term Loans shall be immediately converted from Prepetition OpCo First Lien Loans. As soon as reasonably practicable after the funding of the OpCo DIP Loans, the proceeds of all OpCo DIP Loans not otherwise applied directly to the payment of amounts permitted to be paid under the Approved OpCo DIP Budget (after giving effect to the Permitted Variances) shall be swept, no later than 5:00 p.m. (New York City time) on the Wednesday of each calendar week and otherwise on terms substantially consistent with the Lockbox Account sweep mechanics in the Third Amendment, into a deposit account of the OpCo Borrower that shall be subject to the OpCo DIP Liens (as defined below) in favor of the OpCo DIP Agent, which OpCo DIP Liens shall be granted and perfected pursuant to the OpCo DIP Orders.
CLOSING DATES:	“Interim Closing Date” means the date on which the “Conditions Precedent to the Initial OpCo DIP Loans on the Interim Closing Date” as set forth below (including, without limitation, entry of the OpCo Interim DIP Order) shall have been satisfied or waived by the Required OpCo Backstop Lenders in accordance with this OpCo DIP Term Sheet. “OpCo Final DIP Order Entry Date” means the date on which the Bankruptcy Court enters the OpCo Final DIP Order. As used herein, “Business Day” shall mean, any day (other than a Saturday or a Sunday) on which banks are open for business in New York City.
OPCO DIP LOAN DOCUMENTATION; OPCO DIP TERM SHEET CONTROLS:	As of the Interim Closing Date, the OpCo DIP Commitment Letter and Term Sheet shall be the definitive documentation for the OpCo DIP Facility. If the Required OpCo DIP Lenders subsequently require the OpCo Debtors to enter into additional definitive financing documentation with respect to the OpCo DIP Facility, including, without limitation, a credit agreement (the “OpCo DIP Credit Agreement”), guarantees and security documents, such documentation shall be reasonably satisfactory in form and substance to each of the OpCo DIP Agent, the Required OpCo Backstop Lenders and the OpCo Debtors (the “OpCo DIP Facility Documents”) and shall contain the terms and conditions set forth in

	this OpCo DIP Term Sheet and such other terms as the OpCo Borrower, the OpCo DIP Agent and the Required OpCo Backstop Lenders (and to the extent such other terms adversely affect the rights or obligations of the Fronting Lender, the Fronting Lender) shall agree, <i>provided</i> that (i) any such OpCo DIP Facility Documents shall be substantially based on the Prepetition OpCo First Lien Credit Agreement and the other Loan Documents (as defined in the Prepetition OpCo First Lien Credit Agreement), (ii) the provisions of the OpCo DIP Credit Agreement, if any, shall, upon execution, supersede the provisions of the OpCo DIP Commitment Letter and Term Sheet, in each case, to the extent the OpCo DIP Credit Agreement has comparable provisions with comparable coverage, (iii) unless and until such OpCo DIP Facility Documents are executed, the provisions of this OpCo DIP Term Sheet, the OpCo Interim DIP Order and the OpCo Final DIP Order shall govern the OpCo DIP Facility and (iv) the provisions of the OpCo DIP Facility Documents shall be consistent with this OpCo DIP Term Sheet, the OpCo Interim DIP Order and, once entered, a final order with respect to the OpCo DIP Facility, in form and substance satisfactory to the OpCo DIP Agent, the Required OpCo Backstop Lenders and the OpCo Debtors, granting final approval of the OpCo DIP Facility, the OpCo DIP Commitment Letter and Term Sheet and the OpCo DIP Facility Documents (if applicable) (the “OpCo Final DIP Order” and, together with the OpCo Interim DIP Order, the “OpCo DIP Orders”).
CASH COLLATERAL:	Subject to entry of the OpCo Interim DIP Order (including the provision of adequate protection therein) and per the terms of the Restructuring Support Agreement, the Prepetition OpCo Secured Parties (as defined below) and the OpCo DIP Lenders shall consent to the use of their “cash collateral” as defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”) on the terms and conditions set forth in the OpCo DIP Orders, the OpCo DIP Commitment Letter and Term Sheet and, if applicable, the OpCo DIP Facility Documents.
USE OF PROCEEDS:	Subject to Bankruptcy Court approval, the OpCo Debtors shall use the proceeds of the OpCo DIP Facility and Cash Collateral strictly in accordance with this OpCo DIP Term Sheet, the OpCo DIP Facility Documents (if applicable), the OpCo DIP Orders and the Approved OpCo DIP Budget (after giving effect to the Permitted Variances), for (a) working capital and general corporate purposes of the OpCo Debtors, including for the payment of OpCo Debtor professional fees allocated to the OpCo Chapter 11 Cases consistent with the terms of the Restructuring Support Agreement, (b) bankruptcy-related costs and expenses in respect of the OpCo Chapter 11 Cases, (c) costs and expenses related to the OpCo DIP Facility, (d) making adequate protection payments to or for the benefit of the Prepetition OpCo Secured Parties, (e) solely in the case of the OpCo Holdings DIP Tranche (as defined in the Supplemental Implementation Term Sheet), funding a portion of the debtor in possession term loan

	facility of Holdings and (f) any other purposes specifically set forth in the Approved OpCo DIP Budget. No Cash Collateral or proceeds of the OpCo DIP Facility may be used by the OpCo Debtors or any other entity to investigate, challenge, object to or contest the validity, security, perfection, priority, extent or enforceability of any amount due under, or the liens or claims granted under or in connection with, the OpCo DIP Facility or the Prepetition OpCo First Lien Credit Agreement; <i>provided</i> that any official committee of unsecured creditors appointed in the OpCo Chapter 11 Cases (the “Creditors’ Committee”) may use up to \$50,000 in the aggregate to investigate (but not otherwise commence any challenge or object to or otherwise prosecute) any such claims or causes of action (the “Investigation Expenses”). Other than with respect to the proceeds of the OpCo DIP Loans used to fund the OpCo Holdings DIP Tranche, no Cash Collateral or proceeds of the OpCo DIP Facility may be distributed by the OpCo Debtors to, or used by the OpCo Debtors for the benefit of Lucky Bucks Holdings LLC (“Holdings”) or any non-OpCo Debtor affiliates of Holdings, including, in each case, for payment of any professional fees or any costs or expenses, except for line item disbursements specifically provided for in the Approved OpCo DIP Budget. Moreover, other than with respect to the Investigation Expenses, no Cash Collateral or proceeds of the OpCo DIP Facility may be used to pay any fees and expenses associated with any official committee of unsecured creditors appointed in the OpCo Chapter 11 Cases, and payment of such fees and expenses shall be the sole responsibility of Holdings.
APPROVED OPCO DIP BUDGET; APPROVED CASH FLOW PROJECTION; VARIANCE REPORTS:	By no later than the Petition Date, the OpCo Debtors shall prepare and deliver to the OpCo DIP Agent and the OpCo DIP Lenders a weekly cash flow forecast for the 13-week period commencing on the Petition Date, and such weekly cash flow forecast shall be approved by the Required OpCo DIP Lenders in their sole discretion and shall set forth, among other things, the projected cash receipts (including, but not limited to, extraordinary receipts, asset sales and insurance proceeds) and cash disbursements (including capital expenditures and other reinvestments) of the OpCo Debtors for the period covered thereby (the “Approved OpCo DIP Budget”). By no later than 11:59 PM (Eastern Time) on the Wednesday of the calendar week following the week in which the Petition Date occurs, and no later than 11:59 PM (Eastern Time) on each Wednesday of each calendar week thereafter (or, in each case, if any Wednesday is not a Business Day, the next Business Day thereafter), the OpCo Debtors shall deliver to the OpCo DIP Agent and the OpCo DIP Lenders (and their advisors) a variance report (each, a “Weekly Variance Report”) substantially in the form of Exhibit R attached to the Prepetition OpCo First Lien Credit Agreement setting forth, in

	reasonable detail, “receipts” and “disbursements” of the OpCo Debtors on a weekly, rolling four-week basis and cumulative basis (relative to the initial Approved OpCo DIP Budget) and any variances between the actual amounts and those set forth in the initial Approved OpCo DIP Budget and the then-in-effect Approved OpCo DIP Budget, and including detail by line-item as to whether a given variance is permanent or timing-based and commentary in respect thereof (including, without limitation, line item detail with respect to Existing Consulting Agreement Payments (as defined below)). Each Wednesday (or, if any Wednesday is not a Business Day, the next Business Day thereafter) of each calendar week, beginning with the calendar week that is four weeks following the week in which the Petition Date occurs, shall be referred to as a “Variance Testing Date”. The OpCo Debtors shall comply with the following (collectively, the “Permitted Variances”): As of any Variance Testing Date, the OpCo Debtors shall not allow: (i) the aggregate receipts of the OpCo Debtors to be less than 87.5% (on a cumulative basis taking into account the variance for any prior Testing Period during the then-in-effect Approved OpCo DIP Budget period) of the estimated receipts for such items in the then-in-effect Approved OpCo DIP Budget, and (ii) the aggregate disbursements (including professional fees and expenses incurred by the OpCo Debtors, the OpCo DIP Agent and/or the OpCo DIP Lenders) to exceed 112.5% (on a cumulative basis taking into account the variance for any prior Testing Period during the then-in-effect Approved OpCo DIP Budget period) of the estimated disbursements provided in the then-in-effect Approved OpCo DIP Budget. The one-week period ending on the Sunday prior to each Variance Testing Date shall be referred to as a “Testing Period”. Additional variances, if any, from the Approved OpCo DIP Budget, and any proposed changes to the Approved OpCo DIP Budget, shall be subject to the written approval of the Required OpCo DIP Lenders. For the avoidance of doubt, any reference to “written consent” or “written approval” hereunder shall include consent or approval granted by e-mail (including as communicated by counsel to the OpCo DIP Lenders in writing). Commencing at 11:59 P.M. (Eastern Time) on the Wednesday of the calendar week that is four weeks following the week in which the Petition Date occurs, and continuing at 11:59 P.M. (Eastern Time) on the Wednesday of every fourth week thereafter (or, in each case, if any Wednesday is not a Business Day, the next Business Day thereafter), or at any other interim time as reasonably requested by the OpCo Borrower, the weekly budget shall be updated, and if such updated budget is in form and substance satisfactory to the Required OpCo DIP Lenders in their sole discretion, it shall become the “Approved OpCo DIP Budget” for purposes of this OpCo DIP Term
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	Sheet and the OpCo DIP Orders. Any amendments, supplements or modifications to the Approved OpCo DIP Budget or a Weekly Variance Report shall be subject to the prior written approval of the Required OpCo DIP Lenders prior to the implementation thereof. Until any such updated budget, amendment, supplement or modification has been approved by the Required OpCo DIP Lenders, the OpCo Debtors shall be subject to and be governed by the terms of the Approved OpCo DIP Budget then in effect.
FIRST PRIORITY SECURITY INTEREST:	All OpCo DIP Loans and other liabilities and obligations owed to the OpCo DIP Lenders and the OpCo DIP Agent under or in connection with this OpCo DIP Term Sheet, the OpCo DIP Facility Documents (if applicable) and/or the OpCo DIP Orders (collectively, the “OpCo DIP Obligations”), in all cases subject to (a) the “Carve Out” as defined in the OpCo Interim DIP Order (the “Carve Out”) and (b) the Prepetition OpCo Permitted Liens (as defined below), shall be pursuant to: (i) section 364(c)(1) of the Bankruptcy Code, entitled to superpriority administrative expense claim status in the OpCo Chapter 11 Cases with priority over any and all administrative expenses, whether heretofore or hereafter incurred, of the kind specified in sections 503(b) or 507(a) of the Bankruptcy Code; (ii) section 364(c)(2) of the Bankruptcy Code, secured by a fully perfected first-priority lien on the OpCo DIP Collateral (as defined below), to the extent that such OpCo DIP Collateral is not subject to the Prepetition OpCo Permitted Liens; (iii) section 364(c)(3) of the Bankruptcy Code, secured by a fully perfected junior lien on OpCo DIP Collateral, to the extent such OpCo DIP Collateral is subject to a Prepetition OpCo Permitted Lien; and (iv) section 364(d)(1) of the Bankruptcy Code, secured by a fully perfected first-priority priming lien on OpCo DIP Collateral (including the Prepetition OpCo First Liens (as defined below)); <i>provided</i> that such lien shall be subordinate to the Prepetition OpCo Permitted Liens (collectively, the liens described in clauses (ii), (iii) and (iv), the “OpCo DIP Liens”). The OpCo DIP Liens shall not be made <i>pari passu</i> with, or subordinated to, any other liens or security interests (whether currently existing or hereafter created), subject in each case only to the Carve Out and Prepetition OpCo Permitted Liens. As used herein, “Prepetition OpCo Permitted Liens” shall mean certain liens senior by operation of law and otherwise permitted by the Prepetition OpCo First Lien Credit Agreement (solely to the

	extent any such permitted liens were valid, properly perfected, non-avoidable and senior in priority to the Prepetition OpCo First Liens (as defined below) as of the Petition Date, or valid, non-avoidable, senior priority liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code).
PREPETITION OPCO FIRST LIEN FACILITY:	The OpCo Debtors have outstanding (i) term loans in an aggregate estimated principal amount outstanding of approximately \$554,000,000 plus applicable interest, premiums (if any), costs, fees, expenses and other obligations and (ii) revolving loans in an aggregate estimated principal amount outstanding of approximately \$56,000,000 plus applicable interest, premiums (if any), costs, fees, expenses and other obligations (collectively, the “Prepetition OpCo First Lien Claims” and, the loans in respect thereof, the “Prepetition OpCo First Lien Loans”), in each case, under that certain Credit Agreement, dated as of July 30, 2021 (as amended by the Incremental Facility Amendment No. 1, dated as of October 12, 2021, the Incremental Facility Amendment No. 2, dated as of October 27, 2021, the Amendment No. 3 to Credit Agreement, dated as of March 31, 2023 (the “Third Amendment”), the Amendment No. 4 to Credit Agreement, dated as of April 6, 2023, the Amendment No. 5 to Credit Agreement, dated as of April 29, 2023, the Amendment No. 6 to Credit Agreement, dated as of May 5, 2023, the Amendment No. 7 to Credit Agreement, dated as of May 15, 2023, the Amendment No. 8 to Credit Agreement, dated as of May 17, 2023 (the “Eighth Amendment”), the Amendment No. 9 to Credit Agreement, dated as of May 22, 2023, the Amendment No. 10 to Credit Agreement, dated as of May 24, 2023, the Amendment No. 11 to Credit Agreement, dated as of May 30, 2023, the Amendment No. 12 to Credit Agreement, dated as of June 6, 2023, and as further amended, restated, supplemented or otherwise modified from time to time prior to the Petition Date, the “Prepetition OpCo First Lien Credit Agreement”), and together with all related security agreements, collateral agreements, pledge agreements, control agreements, guarantees and other documents, by and among HoldCo, the OpCo Borrower, the administrative agent and collateral agent party thereto (in such capacities, the “Prepetition OpCo First Lien Agent”) and the lenders party thereto (the “Prepetition OpCo First Lien Lenders” and, together with the Prepetition OpCo First Lien Agent, the “Prepetition OpCo Secured Parties”). The OpCo Debtors have granted to the Prepetition OpCo First Lien Agent, on behalf of the Prepetition OpCo Secured Parties, a continuing security interest in the Collateral (as defined in the Prepetition OpCo First Lien Credit Agreement) in connection with the Prepetition OpCo First Lien Claims (the “Prepetition OpCo First Liens”).

ADEQUATE PROTECTION FOR PREPETITION OPCO SECURED PARTIES:	As set forth on <u>Annex B</u> hereto.
OPCO DIP COLLATERAL:	“OpCo DIP Collateral” means, collectively, all assets of the OpCo Borrower and the OpCo Guarantor (and, in the case of each OpCo Debtor, its bankruptcy estate) of any nature whatsoever and wherever located, whether first arising prior to or following the Petition Date, now owned or hereafter acquired, including all accounts, chattel paper, commercial tort claims, deposit accounts, documents, equipment, general intangibles, goods (including fixtures), instruments, inventory, investment property, money, cash, cash equivalents, and all deposit accounts, securities accounts, commodities accounts and lockboxes together with all money, cash, securities and other investment property on deposit from time to time therein, letters of credit, letter-of-credit rights and other supporting obligations, real property, books and records, and to the extent not otherwise included, all substitutions, replacements, accessions, products and other proceeds and products (whether tangible or intangible and including, without limitation, insurance proceeds, licenses, royalties, income, payments, claims, damages and proceeds of suit) of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing, and subject to entry of the OpCo Final DIP Order, the proceeds of avoidance actions under chapter 5 of the Bankruptcy Code; <i>provided</i> that the OpCo DIP Collateral shall not include any “Excluded Property” described in clauses (iii) and (x) of the definition thereof in the Prepetition OpCo First Lien Credit Agreement. All of the OpCo DIP Liens described herein with respect to the OpCo DIP Collateral shall be effective and perfected by the OpCo Interim DIP Order and the OpCo Final DIP Order and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements. Notwithstanding the foregoing, the OpCo Debtors shall take all action that may be necessary or desirable, or that the Required OpCo DIP Lenders or the OpCo DIP Agent may reasonably request, to maintain the validity, perfection, enforceability and priority of the security interest and liens of the OpCo DIP Agent in the OpCo DIP Collateral, or to enable the OpCo DIP Agent to protect, exercise or enforce its rights hereunder, under the OpCo DIP Orders and in the OpCo DIP Collateral.
OPCO DIP PREMIUMS AND FEES:	The OpCo Debtors shall pay the following premiums and fees: (a) to the OpCo Backstop Lenders, on a pro rata basis in accordance with their initial OpCo DIP Commitments, 5.00% of the aggregate principal amount of such new money OpCo DIP Commitments (the “OpCo DIP Backstop Premium”), payable in cash on the initial OpCo DIP Commitments held by the OpCo Backstop Lenders, earned upon execution of the commitment letter to which this OpCo

	DIP Term Sheet is attached (the “OpCo DIP Commitment Letter”) and payable solely upon the occurrence of the Interim Closing Date; (b) to the OpCo DIP Lenders, on a pro rata basis in accordance with their OpCo DIP Commitments and OpCo DIP Loans: (i) 4.00% of the aggregate principal amount of the OpCo DIP Commitments (the “OpCo DIP Commitment Premium”), payable in cash on the commitments in respect of the New Money OpCo DIP Loans, earned upon execution of the OpCo DIP Commitment Letter and payable solely upon the occurrence of the Interim Closing Date; (ii) 3.00% of the funded amount of the Initial New Money OpCo DIP Loans (the “Initial OpCo Exit Premium”), earned upon the Interim Closing Date, and 3.00% of the funded amount of the Final New Money OpCo DIP Loans (the “Final OpCo Exit Premium”, and together with the Initial OpCo Exit Premium, collectively, the “OpCo Exit Premium”), earned on the OpCo Final DIP Order Entry Date, and in each case payable in cash on the Maturity Date (or, if earlier, any mandatory prepayment of the applicable New Money OpCo DIP Loans, whether as a result of acceleration or otherwise); and (iii) In the event that all or any portion of the Initial New Money OpCo DIP Loans or the Final New Money OpCo DIP Loans are repaid or prepaid as a result of a mandatory prepayment solely as a result of an asset sale of all or substantially all of the assets of the OpCo Debtors (other than in connection with any Credit Bid (as defined below) of the Prepetition OpCo First Lien Claims for a non-ordinary course sale of the OpCo Debtors’ assets pursuant to section 363 of the Bankruptcy Code that results in the OpCo DIP Lenders owning a majority of the equity interests of the OpCo Debtors), a premium in an aggregate amount equal to 10.00% of the aggregate principal amount of such New Money OpCo DIP Loans so prepaid or repaid (the foregoing premium, the “OpCo Redemption Premium”); (c) to the OpCo DIP Agent, an agency fee as set forth in a letter agreement between the OpCo DIP Agent and the OpCo Borrower (the “OpCo Agency Fee” and, together with the OpCo DIP Backstop Premium, the OpCo DIP Commitment Premium, the OpCo Exit Premium and the OpCo Redemption Premium, if applicable, the “OpCo DIP Premiums and Fees”), payable in accordance with the terms of such letter agreement; and (d) to the Fronting Lender, any fronting or seasoning fees (together with any reimbursement of costs and expenses described therein) in connection with the fronting of the New Money OpCo DIP Loans as
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	set forth in a letter agreement between the OpCo Debtors and the Fronting Lender (the “Fronting Fee Letter”).¹ Any and all premiums and fees described above may be net-funded from the proceeds of any OpCo DIP Loans borrowed concurrently with the payment thereof.
INTEREST RATE:	Interest will be payable on the unpaid principal amount of all OpCo DIP Loans at a rate per annum equal to the Adjusted Term SOFR Rate (to be defined in a customary manner) for the one-month interest period then in effect <u>plus</u> 10.00%. For the avoidance of doubt, the initial one-month interest period for any OpCo DIP Loan shall commence on the date of funding thereof, and each new one-month interest period shall commence at the end of the immediately preceding interest period. Interest with respect to any OpCo DIP Loan shall be (i) paid in cash on the last day of each interest period applicable to such OpCo DIP Loan and (ii) paid in cash on the Maturity Date (as defined below). All interest and fees under this OpCo DIP Term Sheet shall be calculated on the basis of a 360-day year for the actual number of days elapsed. All accrued interest which for any reason has not theretofore been paid shall be paid in full on the date on which the final principal amount of the OpCo DIP Loans is repaid unless otherwise provided in a chapter 11 plan that is acceptable to the Required OpCo DIP Lenders.
DEFAULT RATE:	Following the occurrence and during the continuance of an Event of Default (after giving effect to any applicable grace periods), at the election of the Required OpCo DIP Lenders, principal, interest and all other amounts due in respect of the OpCo DIP Obligations shall bear interest at a rate equal to 2.00% per annum in excess of the interest rate set forth under “Interest Rate” above.
RESTRUCTURING TRANSACTIONS:	The OpCo Debtors shall implement the Restructuring through the OpCo Chapter 11 Cases as described in the Restructuring Support Agreement pursuant to the OpCo Plan (as defined in the Restructuring Support Agreement). Except as otherwise agreed to by the Required OpCo DIP Lenders, all OpCo DIP Obligations shall be repaid in full in cash on or prior to the occurrence of the OpCo Plan Effective Date (as defined in the Restructuring Support Agreement). On the OpCo Plan Effective Date, all fees and expenses payable under the OpCo DIP Facility (to the extent not previously paid

¹ To the extent any fronting or seasoning fees exceed an amount agreed on the effective date of the OpCo DIP Commitment Letter, such excess amount shall not be included in the calculation of Permitted Variances.

	pursuant to the OpCo DIP Orders) (including the OpCo Exit Premium) shall be paid in full in cash.
MATURITY DATE:	The OpCo DIP Loans (together with all other OpCo DIP Obligations) shall mature and be due and payable on the earliest to occur of the following (such date, the “Maturity Date”): (i) 120 calendar days after the Petition Date (the “Initial Maturity Date”); <i>provided</i> that the Initial Maturity Date may be extended with the prior written consent of the Required OpCo DIP Lenders in their sole discretion for up to one (1) additional 30-day period; (ii) the date of substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the “effective date” thereof) of a plan of reorganization filed in the OpCo Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court; (iii) the date the Bankruptcy Court orders the conversion of the bankruptcy case of any of the OpCo Debtors to a liquidation pursuant to chapter 7 of the Bankruptcy Code; and (iv) the date of acceleration of all or any portion of the OpCo DIP Loans and the termination of the OpCo DIP Commitments upon the occurrence of an Event of Default (as defined below).
OPTIONAL PREPAYMENTS:	Optional prepayments of the OpCo DIP Loans will not be permitted.
MANDATORY PREPAYMENTS; APPLICATION OF PREPAYMENTS:	The OpCo Debtors shall immediately pay or prepay the OpCo DIP Loans and all other OpCo DIP Obligations (including the OpCo Exit Premium and, if applicable, the OpCo Redemption Premium) (together with a cash reserve established by the OpCo DIP Agent (at the direction of the Required OpCo DIP Lenders) to cover asserted contingent and indemnity obligations) until such obligations are paid in full as follows: (i) 100% of the net cash proceeds of any OpCo DIP Collateral in any sale or disposition of all or substantially all of the OpCo Debtors’ assets pursuant to section 363 of the Bankruptcy Code simultaneously with the consummation thereof, after funding the Carve Out; (ii) 100% of the net cash proceeds of any other sale or other disposition by the OpCo Borrower or the OpCo Guarantor of any OpCo DIP Collateral (except for asset sales in the ordinary course of business), but excluding net cash proceeds from the sale of any OpCo DIP Collateral that are reinvested by any OpCo Debtor in assets used or useful in the business of the

	OpCo Debtors on or prior to the date that is 20 days after the receipt of such net cash proceeds; (iii) 100% of the net cash proceeds of certain extraordinary receipts by the OpCo Borrower or the OpCo Guarantor that constitute OpCo DIP Collateral (including tax refunds, indemnity payments and insurance proceeds not included as proceeds of asset dispositions and any proceeds received in satisfaction of the OpCo Holdings DIP Tranche, but excluding (x) receipts contemplated to be received by any of the OpCo Debtors as set forth in the Approved OpCo DIP Budget and (y) insurance proceeds that are reinvested by any OpCo Debtor in assets used or useful in the business of the OpCo Debtors on or prior to the date that is 20 days after the receipt of such net cash proceeds); and (iv) 100% of the net cash proceeds received from the incurrence or issuance of indebtedness by the OpCo Borrower or the OpCo Guarantor not expressly permitted to be incurred or issued pursuant to clause (iii) of the section entitled “Negative Covenants” below. Any amounts so paid or prepaid may not be reborrowed. No reinvestment of the proceeds of any extraordinary receipts, asset sales or other proceeds described above shall be permitted without the prior written consent of the Required OpCo DIP Lenders. Mandatory payments or prepayments and proceeds of OpCo DIP Collateral received by the OpCo Borrower or the OpCo Guarantor will be applied in the following order of priority (subject to other intercreditor arrangements to be agreed), after giving effect to the Carve Out and any other payments required pursuant to the OpCo DIP Orders: (i) <u>first</u>, to pay all documented out-of-pocket expenses of the OpCo DIP Lenders and the OpCo DIP Agent (including, without limitation, fees and expenses of counsel and external advisors allocated to the OpCo Chapter 11 Cases); (ii) <u>second</u>, to pay the OpCo Exit Premium to the OpCo DIP Lenders in connection with the funded portion of the OpCo DIP Loans; (iii) <u>third</u>, to pay the OpCo Redemption Premium, if applicable, and an amount equal to all accrued and unpaid interest owing to the OpCo DIP Lenders holding Initial New Money OpCo DIP Loans and Final New Money OpCo DIP Loans;
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	(iv) <u>fourth</u>, to repay any principal amounts outstanding in respect of the Initial New Money OpCo DIP Loans and the Final New Money OpCo DIP Loans; (v) <u>fifth</u>, to pay an amount equal to all accrued and unpaid interest owing to the OpCo DIP Lenders holding Rolled Term Loans; (vi) <u>sixth</u>, to repay any principal amounts outstanding in respect of the Rolled Term Loans; (vii) <u>seventh</u>, to pay all other amounts owing to the OpCo DIP Lenders and the OpCo DIP Agent; and (viii) <u>last</u>, the balance, if any, after all of the OpCo DIP Obligations have been paid in full, to the Prepetition OpCo First Lien Agent for the benefit of the respective Prepetition OpCo Secured Parties. For the avoidance of doubt, payments that are required to be made to the OpCo DIP Lenders as specified above shall be apportioned to each OpCo DIP Lender ratably based upon such OpCo DIP Lender's ratable share of the sum of the applicable OpCo DIP Loans outstanding at such time. Section 2.05(b)(iv) of the Prepetition OpCo First Lien Credit Agreement in respect of <i>pro rata</i> application of payments is hereby incorporated by reference herein <i>mutatis mutandis</i>.
CONDITIONS PRECEDENT TO THE INITIAL OPCO DIP LOANS ON THE INTERIM CLOSING DATE:	The obligations of the OpCo DIP Lenders to make any Initial OpCo DIP Loan on the Interim Closing Date will be subject to satisfaction, or written waiver, by the Required OpCo Backstop Lenders, of each of the following conditions precedent in connection with the related draw request: (i) OpCo Debtors shall have timely delivered to the OpCo DIP Agent the Approved OpCo DIP Budget or any update thereto then required to be delivered in accordance with this OpCo DIP Term Sheet; (ii) the OpCo Debtors shall have delivered to the OpCo DIP Agent (x) a Notice of Borrowing in connection with such draw request no later than 11:00 am New York City time on the date of entry of the OpCo Interim DIP Order (or such later time as the Required OpCo Backstop Lenders may agree to) and (y) a certification that the OpCo Interim DIP Order has been entered by the Bankruptcy Court (which may be satisfied by providing the OpCo DIP Agent with a copy of the signed OpCo Interim DIP Order); (iii) the OpCo Borrower shall have delivered to the OpCo DIP Agent a closing certificate duly executed by the chief executive

	officer, president or chief financial officer (or other responsible officer with equivalent duties) of the OpCo Borrower, appropriately completed, by which such officer shall certify to the OpCo DIP Agent and the OpCo DIP Lenders that the conditions precedent to the Initial OpCo DIP Loan set forth in clauses (viii) and (ix) hereof to be made on the Interim Closing Date have been satisfied; (iv) the interim order (in form and substance acceptable to the Required OpCo Backstop Lenders) approving the OpCo DIP Facility and the OpCo DIP Commitment Letter and Term Sheet (the “OpCo Interim DIP Order”) shall have been entered by the Bankruptcy Court (after a hearing on notice to all parties having or asserting a lien on all or any portion of the OpCo DIP Collateral) and shall not have been reversed, modified, amended, stayed or vacated, or in the case of any modification or amendment, in any manner without the consent of the Required OpCo Backstop Lenders, and the OpCo Debtors shall be in compliance in all respects with the OpCo Interim DIP Order; (v) all of the “first day” motions, orders and related pleadings shall have been delivered in advance to counsel to the OpCo DIP Agent and counsel to the OpCo Backstop Lenders and the relief granted thereunder shall be acceptable to the Required OpCo Backstop Lenders; (vi) the Required OpCo Backstop Lenders shall be reasonably satisfied that the liens and security interests of the OpCo DIP Agent in the OpCo DIP Collateral have been perfected by the OpCo Interim DIP Order and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements and shall constitute first-priority liens (subject only to the Carve Out and the Prepetition OpCo Permitted Liens); (vii) the OpCo Debtors shall have insurance (including, without limitation, commercial general liability and property insurance) with respect to the OpCo DIP Collateral (which shall be deemed satisfied if such insurance as required by the Prepetition OpCo First Lien Credit Agreement remains in place); (viii) no default or Event of Default under the OpCo DIP Commitment Letter and Term Sheet or a DIP Termination Event under the OpCo Interim DIP Order shall have occurred and be continuing on the Interim Closing Date or shall exist after giving effect to the Initial OpCo DIP Loan to be made on the Interim Closing Date; (ix) all representations and warranties of the OpCo Debtors hereunder (or under the OpCo DIP Facility Documents, as the
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	case may be) shall be true and correct in all material respects on the Interim Closing Date (except those qualified by materiality or Material Adverse Change (as defined below), which shall be true and correct in all respects) and except to the extent that such representations and warranties expressly relate to any earlier date, in which case such representations and warranties shall have been true and correct in all material respects, as applicable, as of such earlier date; (x) the OpCo Borrower has implemented and the OpCo Borrower and HoldCo will maintain policies and procedures designed to ensure compliance by the OpCo Borrower and HoldCo, and their respective directors, managers, officers, employees, and agents with Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions (each as defined in a manner consistent with the Prepetition OpCo First Lien Credit Agreement); (xi) subject to Bankruptcy Court approval, (a) each OpCo Debtor shall have the corporate power and authority to make, deliver and perform its obligations under this OpCo DIP Term Sheet and the OpCo Interim DIP Order, and (b) no consent or authorization of, or filing with, any person (including, without limitation, any governmental authority) shall be required in connection with the execution, delivery or performance by each OpCo Debtor, or for the validity or enforceability in accordance with its terms against such OpCo Debtor, of this OpCo DIP Term Sheet and the OpCo Interim DIP Order except for consents, authorizations and filings which shall have been obtained or made and are in full force and effect and except for such consents, authorizations and filings, the failure to obtain or perform could not reasonably be expected to cause a Material Adverse Change (as defined below); (xii) receipt by the OpCo DIP Agent for distribution to each OpCo DIP Lender, of a certificate, in form and substance reasonably satisfactory to the Required OpCo Backstop Lenders, executed by the secretary, chief executive officer, president, chief financial officer, treasurer or controller (or other responsible officer with equivalent duties) of each OpCo Debtor on behalf of each such OpCo Debtor, certifying that attached to such certificate are true, correct and complete copies of (a) (1) the certificate of incorporation, certificate of limited partnership or articles of organization, as applicable, of such OpCo Debtor, certified as of a recent date by the applicable secretary of state and (2) the by-laws, partnership agreement or operating or limited liability company agreement, as applicable, of such OpCo Debtor, in each case, then in full force and effect, (b) the resolutions then in full force and effect adopted by the board of directors (or comparable governing body) of such OpCo Debtor authorizing and ratifying the execution, delivery and performance by such OpCo Debtor of this OpCo DIP Term
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	Sheet and the transactions contemplated hereby, (c) a certificate of good standing, dated as of a recent date, from the secretary of state of the state under whose laws such OpCo Debtor was incorporated or formed and (d) an incumbency certificate evidencing the identity, authority and capacity of the chief executive officer, president, chief financial officer, treasurer or controller (or other responsible officer with equivalent duties) thereof authorized to execute the OpCo DIP Commitment Letter and any other related document to which such OpCo Debtor is a party or is to be a party and specimen signatures thereof; (xiii) to the extent invoiced at least two (2) Business Days prior to the Interim Closing Date, substantially concurrently with the Interim Closing Date, all fees and reasonable and documented out-of-pocket expenses (whether incurred prepetition or post-petition) of the Prepetition OpCo First Lien Agent, the Prepetition OpCo First Lien Lenders, the OpCo DIP Agent and each OpCo DIP Lender relating to the OpCo Debtors, the OpCo Chapter 11 Cases, the Restructuring Support Agreement, the OpCo DIP Facility and the Prepetition OpCo First Lien Credit Agreement (including, without limitation, reasonable fees and expenses of their counsel and external advisors allocated to the OpCo Chapter 11 Cases, including, without limitation, Akin Gump Strauss Hauer & Feld, LLP, Greenhill & Co., LLC, OnMessage Public Strategy (OMPS), Robbins Alloy Belinfante Littlefield LLC, Cole Schotz PC, Prairie Peak LLC, ArentFox Schiff LLP, Potter Anderson & Corroon LLP, Latham & Watkins LLP, Crowell & Moring LLP and McGuireWoods, LLP (in the case of McGuireWoods LLP and Crowell & Moring LLP, subject to the limitations set forth in the “Other Bankruptcy Matters” Section below)) shall have been paid in full (or will be paid in connection with such Initial OpCo DIP Loan draw) in accordance with the terms of the OpCo Interim DIP Order. Modifications of the OpCo Interim DIP Order, other than as directed by the Bankruptcy Court, shall require the prior written consent (email being sufficient) of the Required OpCo DIP Lenders; (xiv) the Restructuring Support Agreement shall be in full force and effect and the OpCo Debtors are in compliance in all respects with the section below entitled “Milestones”; (xv) the OpCo DIP Agent shall have received, at least three (3) Business Days prior to the Interim Closing Date (or such shorter period as the OpCo DIP Agent may agree) all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the USA Patriot Act (Title III of Pub. L. 107 56 signed into law October 26, 2001), as subsequently amended
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	and reauthorized), in each case, requested at least seven (7) Business Days prior to the Interim Closing Date; and (xvi) to the extent requested at least seven (7) Business Days prior to the Interim Closing Date, the OpCo DIP Agent and each requesting OpCo DIP Lender shall have received, at least three (3) Business Days prior to the Interim Closing Date (or such shorter period as the OpCo DIP Agent may agree) in connection with the requirements of 31 C.F.R. § 1010.230, a customary certification regarding beneficial ownership or control of the OpCo Borrower in a form reasonably satisfactory to the OpCo DIP Agent and each requesting OpCo DIP Lender; and (xvii) the execution and delivery of (a) the Fronting Fee Letter, (b) the Fronting Letter and (c) the Master Consent, in each case to each of the parties signatory thereto. For the purposes of this OpCo DIP Term Sheet, “Material Adverse Change” shall mean: since the Petition Date, a material adverse change in (i) the business, operations, properties, liabilities or financial condition of the OpCo Debtors, taken as a whole, other than any material adverse changes leading up to, or customarily resulting from, the filing of the OpCo Chapter 11 Cases, (ii) the ability of any OpCo Debtor to perform its obligations under this OpCo DIP Term Sheet or any other OpCo DIP Facility Document to which it is a party, (iii) the validity or enforceability against any OpCo Debtor of this OpCo DIP Term Sheet or any other OpCo DIP Facility Document to which it is a party or (iv) the rights and remedies of the OpCo DIP Agent or any OpCo DIP Lender hereunder or thereunder.
CONDITIONS PRECEDENT TO THE FINAL OPCO DIP LOANS ON THE OPCO FINAL DIP ORDER ENTRY DATE:	The obligations of the OpCo DIP Lenders to make the Final OpCo DIP Loans on the OpCo Final DIP Order Entry Date shall be subject to satisfaction, or written waiver, by the Required OpCo DIP Lenders, of each of the conditions precedent described above in the section titled “Conditions Precedent to the Initial OpCo DIP Loans on the Interim Closing Date” and each of the following conditions precedent in connection with the related draw request: (i) OpCo Debtors shall have timely delivered to the OpCo DIP Agent the Approved OpCo DIP Budget or any update thereto required to be delivered in accordance with this OpCo DIP Term Sheet; (ii) the OpCo Debtors shall have delivered to the OpCo DIP Agent a Notice of Borrowing in connection with such draw request no later than 11:00 am New York City time three (3) Business Days prior to the requested funding date for such Final OpCo DIP Loans (or such later time as the Required OpCo Backstop Lenders may agree to);

	(iii) the OpCo Borrower shall have delivered to the OpCo DIP Agent a closing certificate, duly executed by the chief executive officer, president or chief financial officer (or other responsible officer with equivalent duties) of the OpCo Borrower, appropriately completed, by which such officer shall certify to the OpCo DIP Agent and the OpCo DIP Lenders that the conditions precedent to the Final OpCo DIP Loans set forth in clauses (vi) and (vii) hereof to be made on the OpCo Final DIP Order Entry Date have been satisfied; (iv) the OpCo Final DIP Order (in form and substance acceptable to the Required OpCo DIP Lenders) shall have been entered by the Bankruptcy Court (after notice to all parties having or asserting a lien on all or any portion of the OpCo DIP Collateral) and shall not have been reversed, modified, amended, stayed or vacated, or in the case of any modification or amendment, in any manner without the consent of the Required OpCo DIP Lenders, and the OpCo Debtors shall be in compliance in all respects with the OpCo Final DIP Order; (v) the Required OpCo DIP Lenders shall be reasonably satisfied that the liens and security interests of the OpCo DIP Agent in the OpCo DIP Collateral have been perfected by the OpCo Final DIP Order and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements and shall constitute first-priority liens (subject only to Prepetition OpCo Permitted Liens); (vi) no default or Event of Default under the OpCo DIP Facility or a DIP Termination Event under the OpCo Final DIP Order shall have occurred and be continuing on the OpCo Final DIP Order Entry Date or shall exist after giving effect to the Final OpCo DIP Loans to be made on the OpCo Final DIP Order Entry Date; (vii) all representations and warranties of the OpCo Debtors hereunder (or under the OpCo DIP Facility Documents, as the case may be) shall be true and correct in all material respects as of the OpCo Final DIP Order Entry Date or such later date of borrowing of Final OpCo DIP Loans, as applicable (except those qualified by materiality or Material Adverse Change (as defined above), which shall be true and correct in all respects, and except to the extent that such representations and warranties expressly relate to any earlier date, in which case such representations and warranties shall have been true and correct in all material respects, as applicable, as of such earlier date); (viii) the OpCo Borrower has implemented and the OpCo Borrower and HoldCo will maintain in effect policies and procedures
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	designed to ensure compliance by the OpCo Borrower, HoldCo, and their respective directors, managers, officers, employees, and agents with Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions (each as defined in a manner consistent with the Prepetition OpCo First Lien Credit Agreement); (ix) subject to Bankruptcy Court approval, (a) each OpCo Debtor shall have the corporate power and authority to make, deliver and perform its obligations under this OpCo DIP Term Sheet and the OpCo Final DIP Order, and (b) no consent or authorization of, or filing with, any person (including, without limitation, any governmental authority) shall be required in connection with the execution, delivery or performance by each OpCo Debtor, or for the validity or enforceability in accordance with its terms against such OpCo Debtor, of this OpCo DIP Term Sheet and the OpCo Final DIP Order except for consents, authorizations and filings which shall have been obtained or made and are in full force and effect and except for such consents, authorizations and filings, the failure to obtain or perform, could not reasonably be expected to cause a Material Adverse Change (as defined above); (x) to the extent invoiced at least two (2) Business Days prior to the OpCo Final DIP Order Entry Date, substantially concurrently with the OpCo Final DIP Order Entry Date, and prior to or substantially concurrently with the making of any subsequent Final OpCo DIP Loans after the OpCo Final DIP Order Entry Date, all fees and reasonable and documented out-of-pocket expenses (whether incurred prepetition or post-petition) of the Prepetition OpCo First Lien Agent, the Prepetition OpCo First Lien Lenders, the OpCo DIP Agent and each OpCo DIP Lender relating to the OpCo Debtors, the OpCo Chapter 11 Cases, the Restructuring Support Agreement, the OpCo DIP Facility and the Prepetition OpCo First Lien Credit Agreement (including, without limitation, reasonable fees and expenses of their counsel and external advisors allocated to the OpCo Chapter 11 Cases, including, without limitation, Akin Gump Strauss Hauer & Feld, LLP, Greenhill & Co., LLC, OnMessage Public Strategy (OMPS), Robbins Alloy Belinfante Littlefield LLC, Cole Schotz PC, Prairie Peak LLC, ArentFox Schiff LLP, Potter Anderson & Corroon LLP, Latham & Watkins LLP, Crowell & Moring LLP and McGuireWoods LLP (in the case of McGuireWoods LLP and Crowell & Moring LLP, subject to the limitations set forth in the “Other Bankruptcy Matters” Section below))) shall have been paid in full (or will be paid in connection with such Final OpCo DIP Loans draw) in accordance with the terms of the OpCo Final DIP Order;
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	(xi) [reserved]; (xii) to the extent requested pursuant to the terms of this OpCo DIP Term Sheet and to the extent not executed in connection with the Interim Closing Date, receipt by the OpCo DIP Agent and the OpCo DIP Lenders of duly executed and delivered copies of the OpCo DIP Facility Documents (if applicable) (including, without limitation a debtor in possession credit agreement), in each case on the terms set forth in this OpCo DIP Term Sheet or otherwise on terms reasonably acceptable to the Required OpCo DIP Lenders; and (xiii) the Restructuring Support Agreement is in full force and effect and the OpCo Debtors are in compliance in all respects with the section below entitled “Milestones”. Modifications of the OpCo Final DIP Order, other than as directed by the Bankruptcy Court, shall require the prior written consent of the Required OpCo DIP Lenders and the OpCo Debtors (e-mail being sufficient (including as communicated by counsel in writing)).
REPRESENTATIONS AND WARRANTIES:	Usual and customary representations and warranties for debtor in possession credit facilities of this type, including representations and warranties that are consistent with the representations and warranties set forth in the Prepetition OpCo First Lien Credit Agreement (it being understood that references to “Material Adverse Effect” therein shall be deemed to refer to “Material Adverse Change” as defined herein), which shall be deemed made by the OpCo Debtors for the benefit of the OpCo DIP Agent, the Fronting Lender and the OpCo DIP Lenders in respect of the OpCo DIP Facility and OpCo DIP Obligations, <i>mutatis mutandis</i>, as if fully set forth herein.
FINANCIAL COVENANTS:	Financial covenants shall be limited to: (i) Minimum liquidity of the greater of (x) \$1,000,000 and (y) the ending cash balance for the applicable period under the initial Approved OpCo DIP Budget delivered after the Interim Closing Date <i>minus</i> \$2,500,000, tested as of the end of each calendar week based on the information reported in the variance report delivered on the Wednesday of the following calendar week (or, if any Wednesday is not a Business Day, the next Business Day thereafter); and (ii) variances against the then-in-effect Approved OpCo DIP Budget, tested in accordance with the section above entitled “Approved OpCo DIP Budget; Approved Cash Flow Projection; Variance Reports”. With respect to fees allocable to the OpCo Debtors’ estates, the OpCo Debtors shall provide to the OpCo DIP Lenders and the Consenting Lenders by close of business on Wednesday of each

	week: (i) a weekly budget for the following calendar week, which budget shall be acceptable to the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders (as defined in the Restructuring Support Agreement)), and (ii) the total actual fees incurred for the prior calendar week.
AFFIRMATIVE COVENANTS:	Usual and customary affirmative covenants for debtor in possession credit facilities of this type, including, but not limited to the existing financial reporting and operational reporting covenants set forth in the Prepetition OpCo First Lien Credit Agreement (including, without limitation, those set forth below) and the following covenants of each OpCo Debtor, so long as any obligations remain outstanding under the OpCo DIP Facility or the OpCo DIP Orders: (i) timely deliver, or cause to be timely delivered, to the OpCo DIP Agent, for distribution to each OpCo DIP Lender, the Approved OpCo DIP Budget and the Weekly Variance Reports, all in accordance with the provisions set forth in the section above entitled “Approved OpCo DIP Budget; Approved Cash Flow Projection; Variance Reports” and otherwise in the OpCo DIP Orders; (ii) maintain proper books of record and account, in which entries that are full, true and correct in all material respects and are in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of such person; (iii) cooperate, consult with, and provide to the OpCo DIP Agent, for distribution to each OpCo DIP Lender, all such information as required under this OpCo DIP Term Sheet or the OpCo DIP Orders or as reasonably requested by the OpCo DIP Agent or such OpCo DIP Lender, and permit representatives and independent contractors on behalf of the Required OpCo DIP Lenders, collectively, to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (so long as the OpCo Debtors have the reasonable opportunity to participate in such meeting), all at the expense of the OpCo Borrower (<i>provided</i> that the OpCo Borrower shall only be obligated to reimburse such expenses for one visit during the period of time during which the OpCo Chapter 11 Cases are pending); and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the OpCo Borrower; <i>provided</i> that any and all information for which confidentiality is owed to third parties pursuant to written agreements entered into not in contemplation of this exception, information subject to attorney-client or similar privilege, or information where such disclosure would not be permitted by

	any applicable requirements of law shall be excluded from this “Affirmative Covenants” subparagraph (iii); (iv) comply with the Approved OpCo DIP Budget (after giving effect to the Permitted Variances) and with provisions of this OpCo DIP Term Sheet and the OpCo Interim DIP Order and/or the OpCo Final DIP Order (as applicable); (v) comply in all material respects with the Restructuring Support Agreement, including the “Milestones” set forth in the Restructuring Support Agreement (as then in effect after giving effect to any waivers or amendments thereto made in accordance with the requirements of the Restructuring Support Agreement); (vi) take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable law, and to execute and deliver such documents and other papers, as may be required or requested by the OpCo DIP Agent or the Required OpCo DIP Lenders to carry out the provisions of this OpCo DIP Term Sheet, the OpCo DIP Facility Documents (if applicable) and the OpCo DIP Orders; (vii) except to the extent contemplated by the Approved OpCo DIP Budget or otherwise consented to by the Required OpCo DIP Lenders in writing, continue, and cause to be continued, the business of the OpCo Debtors, maintain, and cause to be maintained, the OpCo Debtors’ existence and material relationships, rights, licenses and privileges, and comply with all material contractual obligations of the OpCo Debtors; (viii) take, or cause to be taken, all appropriate action to remain the sole owner of the OpCo DIP Collateral, free of liens other than the Prepetition OpCo Permitted Liens, liens permitted to be incurred or exist pursuant to clause (i) of the “Negative Covenants” section hereof, liens granted or incurred after the Petition Date in the ordinary course of business or other liens granted or imposed pursuant to an order of the Bankruptcy Court that is in form and substance acceptable to the Required OpCo DIP Lenders (collectively, “Permitted OpCo Liens”); (ix) take, or cause to be taken, all appropriate action to comply with all laws applicable to the OpCo Debtors or the OpCo DIP Collateral (including, without limitation, all Gaming Laws (as defined in the Prepetition OpCo First Lien Credit Agreement)) and all orders, writs, injunctions, decrees and judgments applicable to any OpCo Debtor or its business or property, unless failure to comply could not reasonably be expected to result in a material and adverse effect on the business of the OpCo Debtors;
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	(x) subject to the Approved OpCo DIP Budget, pay when due all taxes prior to the date on which penalties attach, except where such tax is being contested in good faith and adequate reserves have been established in accordance with GAAP or to the extent payment and/or enforcement thereof is stayed as a result of the OpCo Chapter 11 Cases; (xi) provide drafts of all material pleadings, motions, applications, judicial information, financial information and other documents intended to be filed by or on behalf of any OpCo Debtor with the Bankruptcy Court in the OpCo Chapter 11 Cases to counsel to the OpCo DIP Agent and the OpCo DIP Lenders at least three (3) Business Days in advance of such filing or as promptly as practicable; (xii) maintain its cash management system in a manner reasonably acceptable to the Required OpCo DIP Lenders (which shall be deemed satisfied if the cash management system is substantially the same as the cash management system in existence on the Petition Date, with such modifications as set forth under the cash management order approved by the Bankruptcy Court, as entered); (xiii) cause the OpCo Debtors' senior management and legal and financial advisors to be available to conduct a telephonic conference at least once every calendar week at reasonable times during normal business hours and upon reasonable prior notice, if requested by the Required OpCo DIP Lenders, to discuss the Approved OpCo DIP Budget, the Weekly Variance Report, the OpCo Chapter 11 Cases, and the financial condition, performance and business affairs of the OpCo Debtors; (xiv) obtain a private rating (but not any specific rating) from S&P or Moody's, in each case, in respect of OpCo DIP Loans no later than 60 days after the Petition Date;² (xv) within two (2) Business Days of a Responsible Officer (as defined in the Prepetition OpCo First Lien Credit Agreement) of the OpCo Borrower having knowledge of (i) the failure of a COAM (as defined in the Prepetition OpCo First Lien Credit Agreement) contract to renew or (ii) receipt of any notice to take machines offline being delivered, the OpCo Borrower will provide prompt written notice of same and a copy of any related documentation to the Lender Advisors (as defined in the Eighth Amendment); (xvi) (A) within one (1) Business Day after receipt thereof, the OpCo Borrower will provide to the Lender Advisors (as defined
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² To the extent any expenses in connection with obtaining rating exceed \$675,000 in the aggregate, such excess amount shall not be included in the calculation of Permitted Variances.

	in the Eighth Amendment) a copy of any non-binding letters of intent in connection with any financing or sale process of the OpCo Borrower and (B) promptly after receipt thereof at or prior to the applicable bid deadline, the OpCo Borrower will provide to the Lender Advisors a copy of any binding bids submitted in connection with any financing or sale process of the OpCo Borrower together with all related information necessary to determine whether such bids constitute qualified bids; (xvii) promptly upon receipt by any OpCo Debtor of any material adverse written communications from any governmental authority with respect to any OpCo Debtor (including, but not limited to (i) any written communication to such OpCo Debtor from any Gaming Authority (as defined in the Prepetition OpCo First Lien Credit Agreement) advising it of any material violation or material non-compliance with any Gaming Law, (ii) any written notice of the Georgia Lottery Corporation's intention to revoke or not renew any Master License (as defined in the Prepetition OpCo First Lien Credit Agreement) and (iii) any other material written communication with the Georgia Lottery Corporation or other governmental authority), the OpCo Borrower will provide a copy of same to the OpCo DIP Agent for further distribution to the OpCo DIP Lenders; (xviii) promptly after a Responsible Officer (as defined in the Prepetition OpCo First Lien Credit Agreement) obtains actual knowledge thereof, the OpCo Borrower will provide a copy to the OpCo DIP Agent, for further distribution to the OpCo DIP Lenders, of any notice received from any Gaming Authority regarding actions taken or to be taken or actions not taken, in any such case, by any Gaming Authority that could reasonably be expected to have an adverse effect upon the OpCo DIP Agent's or any OpCo DIP Lender's ability to enforce its rights and remedies under the OpCo DIP Commitment Letter and Term Sheet or the OpCo DIP Facility Documents (if applicable) relating to a review, investigation, hearing, meeting or other action relating to the Gaming Approval(s) or other OpCo DIP Collateral in which the OpCo DIP Agent and the OpCo DIP Lenders have an interest, or to the licensing status of any OpCo Debtor's officers or directors which may have an adverse effect upon the OpCo DIP Agent's or any OpCo DIP Lender's ability to enforce its rights and remedies under the OpCo DIP Facility Documents; (xix) promptly after a Responsible Officer obtains actual knowledge thereof, the OpCo Borrower will provide a copy to the OpCo DIP Agent, for further distribution to the OpCo DIP Lenders, of any regulatory notices or other correspondence of a non-routine nature received from any Gaming Authority concerning any investigation or possible investigation or other inquiry by such
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	agency regarding financial or operational results of any OpCo Debtor, which reasonably could be expected to result in a fine, liability or other monetary penalty, or which reasonably could be expected to result in a material impairment on the ability of the OpCo Debtors to conduct their business; and (xx) within 30 days after the Petition Date (or such later date as agreed to the Required OpCo DIP Lenders (which may be confirmed via e-mail by counsel on behalf of the Required OpCo DIP Lenders)), the OpCo Borrower will deliver to the OpCo DIP Agent additional insured and lender loss payee endorsements, as applicable, with respect to the OpCo Debtors' commercial general liability and property insurance policies, in form and substance reasonably acceptable to the Required OpCo DIP Lenders, unless waived by the Required OpCo DIP Lenders.
NEGATIVE COVENANTS:	Usual and customary negative covenants for debtor in possession credit facilities of this type, including, but not limited to the negative covenants set forth in the Prepetition OpCo First Lien Credit Agreement and prohibitions on any OpCo Debtor to, without the express, prior written consent of the Required OpCo DIP Lenders, do, cause to be done, or agree to do or cause to be done, any of the following: (i) other than liens securing indebtedness required or permitted by this OpCo DIP Term Sheet and the OpCo DIP Orders, seek to or create, incur, assume or suffer to exist any lien upon any of its property, assets, income or profits, whether now owned or hereafter acquired, except (a) the Carve Out, (b) liens permitted by the Prepetition OpCo First Lien Credit Agreement which, other than the Prepetition OpCo Permitted Liens and other liens that are permitted to be senior to the OpCo DIP Liens by the Required OpCo DIP Lenders, are junior to the liens securing the OpCo DIP Facility, (c) the Adequate Protection Liens, as defined on <u>Annex B</u>, and (d) other liens securing obligations in an aggregate principal amount at any time outstanding not to exceed \$50,000; (ii) convey, sell, lease, assign, transfer or otherwise dispose of (including through a transaction of merger or consolidation) any of its property, business or assets, whether now owned or hereafter acquired, other than (a) asset sales approved by an order of the Bankruptcy Court that is in form and substance acceptable to the Required OpCo DIP Lenders, (b) dispositions described in clause (ii) under "Mandatory Prepayments; Application of Prepayments" above, (c) any disposition which would indefeasibly satisfy the OpCo DIP

	Obligations and Adequate Protection Claims (as defined on <u>Annex B</u>) in full in cash, (d) asset sales in the ordinary course of business, (e) dispositions of obsolete, worn out, used or surplus property in the ordinary course of business and dispositions of property no longer used or useful in the conduct of the business of the OpCo Debtors and (f) dispositions of property not otherwise permitted so long as the aggregate fair market value of all assets so disposed shall not exceed \$50,000; (iii) create, incur, assume or permit to exist any indebtedness, other than (a) the OpCo DIP Obligations and (b) indebtedness permitted pursuant to Section 7.03 of the Prepetition OpCo First Lien Credit Agreement; (iv) amend, modify or compromise any material term or material amount owed under a material real property lease or material contract without the prior written consent of the Required OpCo DIP Lenders; (v) incur or make any expenditure, Restricted Payment (as defined below), investment, loan or other payment, including but not limited to any D&O tail policy, without the prior written consent of the Required OpCo DIP Lenders, other than in accordance with the Approved OpCo DIP Budget, after giving effect to the Permitted Variances; (vi) create or acquire any ownership interest in any subsidiaries (whether direct or indirect); (vii) create or permit to exist any other claim which is <i>pari passu</i> with or senior to the claims of the OpCo DIP Lenders under the OpCo DIP Facility, the Adequate Protection Claims (as defined on <u>Annex B</u>) or the Prepetition OpCo First Lien Claims, except for the Carve Out and except as set forth in this OpCo DIP Term Sheet and the OpCo DIP Orders; (viii) modify or alter (a) in any material manner the nature and type of its business or the manner in which such business is conducted or (b) its organizational documents, except as required by the Bankruptcy Code or plan of reorganization consistent with the Restructuring Support Agreement without the prior written consent of the Required OpCo DIP Lenders; (ix) file or propose any plan of reorganization that is inconsistent with the Restructuring Support Agreement;
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	(x) pay pre-petition indebtedness, except (a) payments contemplated by this OpCo DIP Term Sheet and the OpCo DIP Orders, (b) payments authorized by an order of the Bankruptcy Court that is in form and substance acceptable to the Required OpCo DIP Lenders and (c) adequate protection payments as set forth in the OpCo DIP Orders; (xi) engage in any activities that would result in any of the OpCo Debtors becoming an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940; (xii) other than with respect to (A) the proceeds of the OpCo Holdings DIP Tranche and (B) payments under existing consulting agreements permitted under the Prepetition OpCo First Lien Credit Agreement in the ordinary course of business with respect to services provided for the benefit of the OpCo Borrower (and excluding, for the avoidance of doubt, termination payments) (the “Existing Consulting Agreement Payments”) consistent with the Approved OpCo DIP Budget, transfer any cash or cash equivalents that constitute OpCo DIP Collateral to Holdings or a subsidiary or other affiliate of Holdings that is not an OpCo Debtor, in each case without the prior written consent of the OpCo DIP Lenders holding in excess of 66 and 2/3% of the principal amount of the outstanding OpCo DIP Commitments and OpCo DIP Obligations held by the OpCo DIP Lenders (the “Supermajority OpCo DIP Lenders”); (xiii) except to the extent outstanding under the Prepetition OpCo First Lien Credit Agreement on the Petition Date, permit any Purchaser (as defined in that certain Note Purchase Agreement, dated as of November 29, 2021, by and among Holdings, as issuer, the purchasers party thereto and Alter Domus (US) LLC, as administrative agent and collateral agent (the “Holdings Note Purchase Agreement”)) party to the Holdings Note Purchase Agreement to hold any allowed claim or interest in the OpCo Chapter 11 Cases; (xiv) make any Restricted Payment or other direct or indirect payment to, or incur obligations on behalf of, (i) the Sponsor (as defined in the Prepetition OpCo First Lien Credit Agreement), (ii) any current or former direct or indirect equity holder of Holdings or affiliate thereof, (iii) Anil Damani, (iv) Manu Sekhri, (v) any party to a consulting agreement (or any affiliate thereof) with respect to which payments are not specifically included
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	as a line item in the Approved OpCo DIP Budget or (vi) the Purchasers or the Agents (as each term is defined in the Holdings Note Purchase Agreement), including but not limited to payment for the engagement of financial, legal or other advisors for such parties and payment of existing obligations of or owed to such parties, in each case without the prior written consent of the Supermajority OpCo DIP Lenders; and (xv) make any direct or indirect management retention bonuses or other similar payments to any person in connection with any key employee incentive program, key employee retention program and/or any other similar program or arrangement. As used in this OpCo DIP Term Sheet, “Restricted Payment” means, with respect to any person, (a) the declaration or payment of any dividend (whether in cash, securities or other property or assets) or distribution of cash or other property or assets in respect of equity interests of such person; (b) any payment (whether in cash, securities or other property or assets) on account of the purchase, redemption, defeasance, sinking fund or other retirement of the equity interests of such person or any other payment or distribution (whether in cash, securities or other property or assets) made in respect thereof, either directly or indirectly; (c) any payment or prepayment of principal or premium, if any, or interest, fees or other charges on or with respect to, or any redemption, purchase, retirement, defeasance, sinking fund or similar payment or any claim for rescission with respect to, any indebtedness (other than adequate protection payments in respect of the pre-petition indebtedness as expressly provided for herein, in the OpCo Interim DIP Order or in the Approved OpCo DIP Budget); and (d) any payment made to redeem, purchase, repurchase or retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire equity interests of such person now or hereafter outstanding. The foregoing negative covenants will not prohibit the funding of the OpCo Holdings DIP Tranche with a portion of the proceeds of the OpCo DIP Loans.
MILESTONES:	Milestones in respect of the OpCo Chapter 11 Cases including, but not limited to, the applicable milestones set forth in the Restructuring Support Agreement and the milestones listed below (as any such time and date may be extended with the written consent of the Required OpCo DIP Lenders (which consent may be confirmed via e-mail by counsel on behalf of the Required OpCo DIP Lenders), subject to Section 7 of the Restructuring Support Agreement (Amendments and Modifications)):

	(i) on the Petition Date, the OpCo Debtors shall file with the Bankruptcy Court the OpCo Plan and Disclosure Statement; (ii) no later than 6 calendar days after the Petition Date, the Bankruptcy Court shall have entered the OpCo Interim DIP Order; (iii) no later than 7 calendar days after the Petition Date, the independent director of the Board of Directors of Holdings shall deliver to the Lender Advisors an interim update of his findings in respect of contract renewal churn; (iv) no later than 14 calendar days after the Petition Date, the independent director of the Board of Directors of Holdings shall deliver to the Lender Advisors a further interim update of his findings in respect of contract renewal churn; (v) no later than 35 calendar days after the Petition Date, the Bankruptcy Court shall have entered the OpCo Final DIP Order; (vi) no later than 60 calendar days after the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order (as defined in the Restructuring Support Agreement) with respect to the OpCo Plan; and (vii) no later than 5 calendar days after the later of (a) the receipt of any required approvals of the GLC or as otherwise may be required under the rules of the GLC or any other applicable COAM Law in connection with the Stand-Alone Restructuring Transactions and the occurrence of the OpCo Plan Effective Date and (b) the entry of the Confirmation Order, the OpCo Plan Effective Date shall have occurred.
EVENTS OF DEFAULT:	Each of the following shall constitute an “Event of Default”: (i) the entry of a final order with respect the OpCo DIP Facility, granting final approval of the OpCo DIP Commitment Letter and Term Sheet or the OpCo DIP Facility Documents (as applicable) in form or substance that is not acceptable to the Required OpCo DIP Lenders in their sole discretion; (ii) except as set forth in clause (xx) below, failure by any OpCo Debtor to be in compliance with provisions of this OpCo DIP Term Sheet (subject to applicable grace periods as set forth in any OpCo DIP Facility Document or any OpCo DIP Order, including a one (1) Business Day grace period for delivery of the Approved OpCo DIP Budgets, cash flow forecasts and Weekly Variance Reports; it being understood and agreed that a failure to comply with item (vii) (with respect to maintenance of existence and material licenses) or (ix)

	(with respect to the loss of any material license or the taking or failure to take any action that could reasonably be expected to result in the loss of any material license) of the section titled “Affirmative Covenants” above will result in an immediate Event of Default); (iii) any request made to the Bankruptcy Court by any OpCo Debtor for the reversal, modification, amendment, stay, reconsideration or vacatur of any OpCo DIP Order, as entered by the Bankruptcy Court; (iv) termination of the Restructuring Support Agreement in accordance with its terms, other than a termination of the Restructuring Support Agreement resulting from a breach thereof, or a breach of this OpCo DIP Term Sheet, any other OpCo DIP Facility Document or any OpCo DIP Order, in each case, by any OpCo DIP Lenders (whether in their capacities as OpCo DIP Lenders or parties to the Restructuring Support Agreement); (v) failure of any Milestone set forth in this OpCo DIP Term Sheet or any Milestone (as defined in the Restructuring Support Agreement) to be satisfied by the specified deadline therefor (in each case, as then in effect after giving effect to any extensions, waivers or amendments thereto made in accordance with the requirements of this OpCo DIP Term Sheet or the Restructuring Support Agreement, as applicable); (vi) failure of any representation or warranty to be true and correct in all material respects (or, to the extent qualified by materiality or Material Adverse Change, in all respects) when made; (vii) the filing of any application by any OpCo Debtor for the approval of (or an order is entered by the Bankruptcy Court approving) any claim arising under section 507(b) of the Bankruptcy Code or any other provision of the Bankruptcy Code or any security, mortgage, collateral interest or other lien in any of the OpCo Chapter 11 Cases which is <i>pari passu</i> with or senior to the OpCo DIP Obligations, OpCo DIP Liens, Adequate Protection Claims, Adequate Protection Liens, or Prepetition OpCo First Lien Claims, excluding the Carve Out, the Prepetition OpCo Permitted Liens and liens arising under the OpCo DIP Orders; (viii) any OpCo Debtor (or any direct or indirect non-OpCo Debtor affiliate of an OpCo Debtor) commences (or supports) any action (other than an action permitted by the OpCo DIP Orders) against the OpCo DIP Agent or any OpCo DIP Lender or any of their agents or employees, to subordinate or avoid any liens granted hereunder, under any other OpCo DIP Facility Document or under any OpCo DIP Order in favor of the OpCo DIP Lenders or OpCo DIP Agent; (ix) any OpCo Debtor (or any direct or indirect non-OpCo Debtor affiliate of an OpCo Debtor) commences (or supports) any action
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	(other than an action permitted by the OpCo DIP Orders) against the Prepetition OpCo First Lien Agent or any Prepetition OpCo First Lien Lender or any of their agents or employees, to challenge, subordinate or avoid any claims or obligations arising, or liens granted, under the Prepetition OpCo First Lien Credit Agreement or under any other Loan Documents (as defined therein) or any other action against any Prepetition OpCo Secured Party, in its capacity as such; (x) (a) any OpCo Debtor files a pleading in any court seeking or supporting an order to revoke, reverse, stay, vacate, amend, supplement or otherwise modify this OpCo DIP Term Sheet, any other OpCo DIP Facility Document or any OpCo DIP Order, or the disallowance of any OpCo DIP Obligations, in whole or in part, or (b) any provision of this OpCo DIP Term Sheet, any other OpCo DIP Facility Document or any OpCo DIP Order, or any other order of the Bankruptcy Court approving the OpCo Debtors' use of Cash Collateral (as defined in the OpCo DIP Orders), shall for any reason cease to be valid and binding; (xi) without the prior written consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), the filing with the Bankruptcy Court of a motion seeking approval of a sale of all or substantially all assets of the OpCo Debtors under section 363 of the Bankruptcy Code that, in either case, does not provide for indefeasible payment in full in cash to the OpCo DIP Agent and the OpCo DIP Lenders of all OpCo DIP Obligations and does not provide for the indefeasible payment in full in cash to the Prepetition OpCo First Lien Agent and the Prepetition OpCo First Lien Lenders of the Adequate Protection Claims and the Prepetition OpCo First Lien Claims upon closing of such sale or the effective date of a plan pursuant to which such sale is made; (xii) the appointment in any of the OpCo Chapter 11 Cases of a trustee, receiver, examiner or responsible officer with enlarged powers (beyond those set forth in sections 1106(a)(3) and (a)(4) of the Bankruptcy Code) relating to the operation of the business of any OpCo Debtor; (xiii) the granting of relief from the automatic stay by the Bankruptcy Court to any other creditor or party in interest in the OpCo Chapter 11 Cases with respect to any portion of the OpCo DIP Collateral with an aggregate value in excess of \$50,000; (xiv) termination of the OpCo Interim DIP Order or the OpCo Final DIP Order, as applicable, other than as a result of repayment of the OpCo DIP Loans; (xv) the conversion of any OpCo Chapter 11 Case into a case pursuant to chapter 7 of the Bankruptcy Code;
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	(xvi) the termination of any of the OpCo Debtors' exclusive right to propose a plan of reorganization under chapter 11 of the Bankruptcy Code; (xvii) a dismissal of any of the OpCo Chapter 11 Cases; (xviii) the filing of any chapter 11 plan or related disclosure statement that is inconsistent with the Restructuring Support Agreement; (xix) the filing of any motion seeking approval of a sale of any OpCo DIP Collateral (other than any sale permitted under "Negative Covenants"); or (xx) failure to pay (A) principal in full when due, including without limitation, on the Maturity Date, or (B) interest or other OpCo DIP Obligations or Adequate Protection Obligations in full within three (3) Business Days after the same becomes due.
REMEDIES UPON EVENT OF DEFAULT:	As set forth in the OpCo DIP Orders.
OTHER BANKRUPTCY MATTERS:	All reasonable and documented prepetition and post-petition professional fees, costs and expenses of the Prepetition OpCo First Lien Agent, the Prepetition OpCo First Lien Lenders, the OpCo DIP Agent and the OpCo DIP Lenders relating to the OpCo Chapter 11 Cases, the Restructuring Support Agreement, the OpCo DIP Facility or the Prepetition OpCo First Lien Credit Agreement (including, without limitation, (i) the preparation of documentation (including any amendments, modifications or waivers) in respect thereof, (ii) the administration thereof and (iii) in connection with the enforcement or protection of rights in connection with the OpCo DIP Facility or the documentation in respect thereof) (including, without limitation, prepetition and post-petition fees and disbursements of counsel and advisors allocated to the OpCo Chapter 11 Cases, including, but not limited to, the fees, costs and expenses of Akin Gump Strauss Hauer & Feld LLP, Greenhill & Co., LLC, OnMessage Public Strategy (OMPS), Robbins Alloy Belinfante Littlefield LLC, Cole Schotz PC, Prairie Peak LLC, ArentFox Schiff LLP, Potter Anderson & Corroon LLP, Latham & Watkins LLP, Crowell & Moring LLP and McGuireWoods, LLP) subject to the OpCo DIP Orders, shall be payable by the OpCo Borrower, within ten (10) Business Days following written demand without the requirement to file retention or fee applications with the Bankruptcy Court; <u>provided</u> that notwithstanding the foregoing, in each case of McGuireWoods LLP and Crowell & Moring LLP, (w) the OpCo Debtors shall not be required to pay any post-petition fees of McGuireWoods LLP or Crowell & Moring LLP, (x) the OpCo Debtors shall not be required to pay fees incurred in any calendar month in excess of \$5,000 (<u>provided</u> that any such amounts not utilized in any month shall be carried over and added to the monthly

	limit of the immediately subsequent month), (y) any such amounts incurred prior to the date of the Fourth Amendment (as defined in the Prepetition OpCo First Lien Credit Agreement) and owed to McGuireWoods LLP shall not exceed \$20,000.00 and (z) any such amounts incurred prior to the date of the Fourth Amendment and owed to Crowell & Moring LLP shall not exceed \$15,000.00. The OpCo Borrower shall indemnify the OpCo DIP Agent and each OpCo DIP Lender in accordance with indemnity provisions customary for transactions of this type and otherwise generally consistent with those set forth in the Prepetition OpCo First Lien Credit Agreement. Article IX of the Prepetition OpCo First Lien Credit Agreement is hereby incorporated by reference herein <i>mutatis mutandis</i>. The OpCo Final DIP Order shall contain releases and exculpations for the OpCo DIP Agent and each OpCo DIP Lender (in any capacity) and the Prepetition OpCo Secured Parties, in form and substance reasonably satisfactory to the OpCo DIP Agent and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), including, without limitation, releases from any avoidance actions. Subject to the entry of the OpCo Interim DIP Order, the OpCo DIP Agent (at the direction of the Required OpCo DIP Lenders) shall have the unconditional right to credit bid (“Credit Bid”) the outstanding OpCo DIP Obligations (and any other applicable obligations) in connection with any non-ordinary course sale of the OpCo Debtors’ assets pursuant to section 363 of the Bankruptcy Code, any plan or otherwise. Subject to the entry of the OpCo Interim DIP Order, and section 363(k) of the Bankruptcy Code, the Prepetition OpCo First Lien Agent, at the direction of the Required Consenting Prepetition Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), shall have the unconditional right to Credit Bid the Prepetition OpCo First Lien Claims in connection with any non-ordinary course sale of the OpCo Debtors’ assets pursuant to section 363 of the Bankruptcy Code, any plan or otherwise.
OPCO DIP ORDERS GOVERN:	To the extent of any conflict or inconsistency between this OpCo DIP Term Sheet and any OpCo DIP Order, such OpCo DIP Order shall govern.
AMENDMENT AND WAIVER:	Except as otherwise expressly provided herein or therein, no provision of this OpCo DIP Term Sheet, any other OpCo DIP Facility Document or any OpCo DIP Order may be amended other than by an instrument in writing signed by (i) holders of in excess of 50% in principal amount of the outstanding OpCo DIP Commitments and OpCo DIP Obligations held by the OpCo DIP Lenders (the “ Required OpCo DIP Lenders ”) and (ii) the OpCo

	Debtors; <i>provided</i> that prior to the entry of the OpCo Interim DIP Order, such amendment may be signed by the OpCo Backstop Lenders holding in excess of 50% in principal amount of the OpCo DIP Commitments under the OpCo DIP Commitment Letter (the “Required OpCo Backstop Lenders”); <i>provided, further</i>, that any amendment to the section above titled “Use of Proceeds” may only be effected with the written consent of the Supermajority OpCo DIP Lenders. Notwithstanding the foregoing, any amendment, consent, waiver, supplement or modification to this OpCo DIP Term Sheet, any other OpCo DIP Facility Document or any DIP Order that has the effect of (i) increasing the OpCo DIP Commitments of any OpCo DIP Lender, (ii) decreasing the amount of or postponing the payment of any scheduled principal, interest or fees payable to any OpCo DIP Lender (other than as a result of any extension of the Maturity Date, in accordance with the terms of any such extension, or waiver of default interest by the OpCo DIP Lenders in accordance herewith), (iii) altering the pro rata nature of disbursements by or payments to OpCo DIP Lenders or the application of prepayments in this OpCo DIP Term Sheet, (iv) amending or modifying the definition of “Required OpCo DIP Lenders”, “Supermajority OpCo DIP Lenders” or any provision of this section “Amendment and Waiver”, (v) releasing all or substantially all of the guarantors of the OpCo DIP Obligations, or (vi) releasing the security interest in all or substantially all of the OpCo DIP Collateral other than in connection with a disposition approved by an order of the Bankruptcy Court with the prior written consent of the Required OpCo DIP Lenders, in each case, shall require the written consent of each OpCo DIP Lender directly and adversely affected thereby; <i>provided</i> that no amendment shall amend, modify or otherwise affect the rights or duties of the OpCo DIP Agent without the prior written consent of the OpCo DIP Agent.
ASSIGNMENTS:	The OpCo DIP Lenders may assign all or any part of the OpCo DIP Loans or the OpCo DIP Commitments from time to time with the consent of the OpCo Borrower, which shall not be unreasonably withheld (it being understood that it shall be reasonable to withhold consent to an assignment to a competitor of the OpCo Debtors); <i>provided</i> that no consent of the OpCo Borrower shall be required (i) so long as an Event of Default has occurred and is continuing after giving effect to any applicable grace period, (ii) for any assignment to an OpCo DIP Lender, an affiliate of an OpCo DIP Lender, an Approved Fund (as defined in the Prepetition OpCo First Lien Credit Agreement), a Prepetition OpCo First Lien Lender that is a Consenting Lender or any other person that has become a party to the Restructuring Support Agreement pursuant to the terms thereof (other than, in any event, any Purchaser (as defined in the Holdings Note Purchase Agreement) that is party to the Holdings Note Purchase Agreement on or after the date of the Third Amendment or any of its affiliates) or (iii) for any assignment by the Fronting

	Lender of New Money OpCo DIP Loans that the OpCo Borrower and the OpCo DIP Agent have consented to pursuant to that certain Master Consent to Assignment, among the OpCo Borrower, the OpCo DIP Agent and the Fronting Lender (the “Master Consent”). The parties to each assignment (including any assignment by the Fronting Lender of New Money OpCo DIP Loans) shall execute and deliver to the OpCo DIP Agent an assignment agreement in the form attached hereto as <u>Annex C</u> (an “Assignment Agreement”). Any Assignment Agreement by the Fronting Lender of New Money OpCo DIP Loans shall be accepted and recorded by the OpCo DIP Agent in accordance with the terms of the OpCo DIP Term Sheet notwithstanding that the OpCo DIP Facility Documents may not be in effect at the time of such assignment. Subject to receipt and recording thereof by the OpCo DIP Agent, from and after the date specified in the applicable Assignment Agreement, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment Agreement, have the rights and obligations of an OpCo DIP Lender hereunder, and the assigning OpCo DIP Lender thereunder shall, to the extent of the interest assigned under such Assignment Agreement, be released from its obligations hereunder. The OpCo DIP Agent shall receive a processing and recordation fee of \$3,500 in connection with each assignment, except with respect to any assignment to an OpCo DIP Lender, an affiliate of an OpCo DIP Lender, an Approved Fund (as defined in the Prepetition OpCo First Lien Credit Agreement), a Prepetition OpCo First Lien Lender that is a Consenting Lender or any other person that has become a party to the Restructuring Support Agreement pursuant to the terms thereof (other than, in any event, any Purchaser (as defined in the Holdings Note Purchase Agreement) that is party to the Holdings Note Purchase Agreement on or after the date of the Third Amendment or any of its affiliates), or in connection with any assignment by the Fronting Lender of New Money OpCo DIP Loans. The minimum assignment amount shall be \$250,000 (or if less than \$250,000, the total amount held by such assigning OpCo DIP Lender), <i>provided</i> that no minimum assignment amount shall be required in respect of any assignment by the Fronting Lender of New Money OpCo DIP Loans. No assignment of the OpCo DIP Loans or the OpCo DIP Commitments shall be permitted unless the applicable assignee executes and agrees to be bound by the Senior Secured OpCo Exit Facility Commitment Letter described in the OpCo DIP Commitment Letter, the Restructuring Support Agreement and the transactions contemplated therein and, to the extent such assignment occurs following the initial funding and assignment by the Fronting Lender of the Initial New Money OpCo DIP Loans and prior to the initial funding of the Final New Money OpCo DIP Loans, the applicable assignee must also agree to take an assignment of a pro rata portion of the Final New Money OpCo DIP Loans following the initial funding thereof.
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	Notwithstanding anything herein to the contrary, any assignment by the Fronting Lender of New Money OpCo DIP Loans will be exclusive of, and will not contain any portion of, any unfunded OpCo DIP Commitment held by the Fronting Lender at the time of the assignment of such New Money OpCo DIP Loans.
GOVERNING LAW AND JURISDICTION:	The laws of the State of New York (except as governed by the Bankruptcy Code) shall govern this OpCo DIP Term Sheet. The OpCo Debtors submit to the exclusive jurisdiction of the Bankruptcy Court and waive any right to trial by jury.
PATRIOT ACT:	The OpCo DIP Lenders hereby notify the OpCo Debtors that pursuant to the requirement of the USA PATRIOT Act (Title III of Pub. L. 107-57 (signed into law October 26, 2001)) (the “Act”), they are required to obtain, verify and record information that identifies the OpCo Borrower, which information includes the name and address of the OpCo Borrower and other information that will allow the OpCo DIP Lenders to identify the OpCo Borrower in accordance with the Act.
NOTICES:	(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to clause (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by e-mail, as follows: if to the OpCo Borrower or the OpCo Guarantor, to Lucky Bucks, LLC 5820 Live Oak Parkway, Suite 300 Norcross, GA 30071 Attention: Jamie Boyden Email: jamie@luckybucksga.com With a copy to Milbank LLP 55 Hudson Yards New York, NY 10001 Attention: Dennis F. Dunne and Tyson Lomazow Email: ddunne@milbank.com; tlomazow@milbank.com if to the OpCo DIP Agent, to WSFS Institutional Services 500 Delaware Ave Wilmington, DE USA 19801 Attention: John McNichol Phone: (302) 573-3269 Email: jmcnichol@wsfsbank.com

	With a copy to ArentFox Schiff LLP 1301 Avenue of the Americas New York, NY 10019 Attention: Jeffrey R. Gleit Telephone: (212) 457-5427 Email: jeffrey.gleit@afslaw.com if to any OpCo DIP Lender, to it at its address (or e-mail address) set forth in its signature page to the Restructuring Support Agreement with a copy to: Akin Gump Strauss Hauer & Feld LLP One Bryant Park New York, NY 10036 Attention: Philp C. Dublin, Sara L. Brauner and Anna Kordas Email: pdublin@akingump.com; sbrauner@akingump.com; akordas@akingump.com Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by e-mail shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through Approved Electronic Platforms, to the extent provided in clause (b) below, shall be effective as provided in said clause (b). (b) Notices and other communications to the OpCo Borrower, the OpCo Guarantor, the OpCo DIP Agent, and the OpCo DIP Lenders hereunder may be delivered or furnished by using Approved Electronic Platforms pursuant to procedures approved by the OpCo DIP Agent; <i>provided</i> that the foregoing shall not apply to borrowing, prepayment or other operational loan notices unless otherwise agreed by the OpCo DIP Agent and the applicable OpCo DIP Lender. The OpCo DIP Agent or the OpCo Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; <i>provided</i> that approval of such procedures may be limited to particular notices or communications. (c) Unless the OpCo DIP Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as
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	described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; <i>provided</i> that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient. (d) Any party hereto may change its address or e-mail address for notices and other communications hereunder by notice to the other parties hereto. As used herein, “Approved Electronic Platform” shall mean IntraLinks™, DebtDomain, SyndTrak, ClearPar or any other electronic platform chosen by the OpCo DIP Agent to be its electronic transmission system.
COUNSEL TO OPCO DIP AGENT:	ArentFox Schiff LLP
COUNSEL TO OPCO DIP LENDERS:	Akin Gump Strauss Hauer & Feld LLP

Annex A**Initial OpCo DIP Commitments of OpCo Backstop Lenders³**

OpCo Backstop Lender	Initial OpCo DIP Commitment
610 Funding CLO 2, Ltd.	\$ 61,899.41
Anchorage Capital CLO 1-R, Ltd.	\$ 52,556.55
Anchorage Capital CLO 11, Ltd.	\$ 41,682.78
Anchorage Capital CLO 13, Ltd.	\$ 52,556.55
Anchorage Capital CLO 15, Ltd.	\$ 38,058.19
Anchorage Capital CLO 16, Ltd.	\$ 48,931.96
Anchorage Capital CLO 17, Ltd.	\$ 48,931.96
Anchorage Capital CLO 18, Ltd.	\$ 41,682.78
Anchorage Capital CLO 19, Ltd.	\$ 43,495.07
Anchorage Capital CLO 2013-1, Ltd.	\$ 57,993.43
Anchorage Capital CLO 2018-10, Ltd.	\$ 41,682.78
Anchorage Capital CLO 3-R, Ltd.	\$ 52,556.55
Anchorage Capital CLO 4-R, Ltd.	\$ 65,242.61
Anchorage Capital CLO 6, Ltd.	\$ 57,993.43
Anchorage Capital CLO 7, Ltd.	\$ 65,242.61
Anchorage Capital CLO 9, Ltd.	\$ 57,993.43
Anchorage Credit Funding 1, Ltd.	\$ 56,181.14
Anchorage Credit Funding 10, Ltd.	\$ 52,556.55
Anchorage Credit Funding 11, Ltd.	\$ 41,682.78
Anchorage Credit Funding 12, Ltd.	\$ 32,621.31
Anchorage Credit Funding 2, Ltd.	\$ 52,556.55
Anchorage Credit Funding 3, Ltd.	\$ 52,556.55
Anchorage Credit Funding 4, Ltd.	\$ 97,863.92
Anchorage Credit Funding 5, Ltd.	\$ 52,556.55
Anchorage Credit Funding 6, Ltd.	\$ 52,556.55
Anchorage Credit Funding 7, Ltd.	\$ 32,621.31
Anchorage Credit Funding 8, Ltd.	\$ 38,058.19
Anchorage Credit Funding 9, Ltd.	\$ 41,682.78
Anchorage Capital CLO 20, Ltd.	\$ 41,682.78
Anchorage Credit Funding 13, Ltd.	\$ 67,054.91
Anchorage Capital CLO 21, Ltd.	\$ 40,808.46
Anchorage Capital CLO 24, Ltd.	\$ 47,300.89
Anchorage Capital CLO 8, Ltd.	\$ 62,274.60
Anchorage Credit Funding 14, Ltd.	\$ 63,430.32
Anchorage Capital CLO 25, Ltd.	\$ 41,682.78
Anchorage Credit Funding 16, Ltd.	\$ 37,183.87
Anchorage Capital CLO 5-R, Ltd.	\$ 37,183.87
ALCOF III NUBT, L.P.	\$ 2,795,021.72
Arbour Lane - TX, L.P.	\$ 541,140.74
Halcyon Loan Trading Fund LLC	\$ 1,559,012.98

³ All commitments to be funded initially by the Fronting Lender. This Annex A sets forth allocations for the initial assignment of funded loans.

Bardin Hill NE Fund LP	\$ 334,385.20
BP Holdings Omega LLC	\$ 1,445,949.82
Black Diamond CLO 2017-1, Ltd.	\$ 90,610.55
Black Diamond CLO 2016-1, Ltd.	\$ 88,793.65
BLACK DIAMOND CLO 2019-1, DESIGNATED ACTIVITY COMPANY	\$ 70,531.26
Black Diamond CLO 2019-2, Ltd.	\$ 88,793.65
Black Diamond CLO 2021-1, Ltd.	\$ 54,352.09
Black Diamond CLO 2017-2, Designated Activity Company	\$ 90,610.55
Black Diamond Credit Strategies Master Fund, Ltd.	\$ 108,737.68
Contrarian Funds, L.L.C.	\$ 1,717,128.86
EF Securities LLC	\$ 111,456.00
Ellington Credit Opportunities, Ltd.	\$ 160,388.00
Ellington M Credit Master Fund Ltd.	\$ 63,589.29
Ellington Private Opportunities Main Master Fund III LP	\$ 63,589.29
Ellington Special Relative Value Fund LLC	\$ 63,589.29
FC BSL Holdings XVIII Limited	\$ 80,902.94
FDF Holdings III Limited	\$ 186,076.75
FDF Holdings IV Limited	\$ 291,250.58
FDF Holdings V Limited	\$ 88,993.22
FC BSL Holdings III (R) Limited	\$ 54,609.48
FC BSL Holdings IX Limited	\$ 131,467.27
FC BSL Holdings V Limited	\$ 42,474.03
FC BSL Holdings VI Limited	\$ 54,609.48
FC BSL Holdings VII Limited	\$ 50,564.34
FC BSL Holdings VIII Limited	\$ 50,564.34
FC BSL Holdings X Limited	\$ 54,609.49
Drawbridge Special Opportunities Fund LP	\$ 161,805.88
FC BSL Holdings XII Limited	\$ 254,844.26
FC BSL Holdings XIII Limited	\$ 54,609.49
Drawbridge Special Opportunities Fund LTD.	\$ 40,451.47
FC BSL Holdings XIV Limited	\$ 190,121.91
FC BSL Holdings XV Limited	\$ 182,031.62
FC BSL Holdings XI Limited	\$ 12,135.44
FC BSL Holdings XVI Limited	\$ 161,805.88
FC BSL Holdings XVII Limited	\$ 161,805.88
Fortress Lending III Holdings L.P.	\$ 135,617.94
Blair Funding LLC	\$ 773,564.02
Hayfin Kingsland IX, Ltd.	\$ 76,272.84
Hayfin Kingsland VIII, Ltd.	\$ 101,697.11
Hayfin Kingsland X, Ltd.	\$ 84,747.60
Hayfin Kingsland XI, Ltd.	\$ 67,798.08
Hayfin US XII, Ltd.	\$ 59,323.32
Hayfin US XIV, Ltd.	\$ 81,357.69
Jefferies Leveraged Credit Products, LLC	\$ 274,682.00
Macquarie Capital Funding LLC (RCF)	\$ 372,451.55
Macquarie Capital Funding LLC (TL)	\$ 381,535.73
American Air Liquide Holdings, Inc. Retirement Plans	\$ 8,155.33
FENGENCO - BV2 QUALIFIED NDT	\$ 10,873.77

FENGECO - PERRY QUALIFIED NDT	\$ 10,873.77
MetLife Investment Management Funds P.L.C. on behalf of Multi-Sector Opportunistic Fund	\$ 5,436.88
Renaissance U.S. Dollar Corporate Bond Fund	\$ 17,216.80
Metropolitan Tower Life Insurance Company	\$ 70,317.04
Stichting Bedrijfstakpensioenfondsvoor het Beroepsvervoer over de Weg	\$ 208,413.89
Metropolitan Life Insurance Company	\$ 1,125,241.84
METLIFE INVESTMENT MANAGEMENT, LLC Separate Account 728	\$ 27,546.88
METLIFE INVESTMENT MANAGEMENT, LLC - SA 729	\$ 90,614.74
PennantPark CLO II, Ltd.	\$ 163,106.53
PennantPark Floating Rate Capital Ltd.	\$ 163,106.53
PhenixFIN Corporation	\$ 431,127.51
Principal Life Insurance Company	\$ 340,297.17
Blue Eagle 2021-1E, LLC	\$ 252,821.69
Blue Eagle 2021-1F, LLC	\$ 252,821.69
Blue Eagle 2021-1G, LLC	\$ 252,821.69
Blue Eagle 2021-1H, LLC	\$ 252,821.69
WT Fund I (Offshore) Intermediate, LP	\$ 195,831.39
Willow Tree Fund I, LP	\$ 195,831.39
Willow Tree Fund II, LP	\$ 195,831.39
WT Fund II (Offshore) Intermediate, LP	\$ 195,831.39
Total	\$ 20,500,000.00

Annex B**Adequate Protection for Prepetition OpCo Secured Parties**

Pursuant to sections 361, 363(e), and 364(d)(1) of the Bankruptcy Code, the Prepetition OpCo Secured Parties, will receive as adequate protection for the diminution in value of their interests in the OpCo Debtors' interests in the collateral securing the Prepetition OpCo First Liens each of the following, in each case subject to the Carve Out in all respects:	
Cash Payments	Reasonable and documented prepetition and postpetition professionals' fees and expenses for one primary counsel and one local counsel to the Prepetition OpCo First Lien Agent and for the professionals for the Ad Hoc Groups
Interest	Interest under the Prepetition OpCo First Lien Credit Agreement shall accrue at the default rate
Adequate Protection Liens	Replacement or new liens on the OpCo DIP Collateral subject and subordinate only to the Carve Out, the Prepetition OpCo Permitted Liens, and the OpCo DIP Liens (the " <u>Adequate Protection Liens</u> ")
507(b) Claims	Superpriority claims as provided for in section 507(b) of the Bankruptcy Code that are junior only to the OpCo DIP superpriority claims and the Carve Out, but senior to any and all other administrative expenses claims in the OpCo Chapter 11 Cases (the " <u>Adequate Protection Claims</u> ")
Reporting	Delivery of all reports and notices deliverable to the OpCo DIP Lenders, in each case when and as required under the OpCo DIP Facility
Other	Such other adequate protection as set forth in the OpCo DIP Orders

Annex C

Form of Assignment Agreement

See attached.