



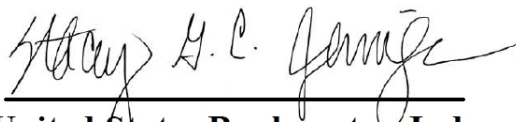
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed June 27, 2025


United States Bankruptcy Judge

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

In re:

HARVEST SHERWOOD FOOD
DISTRIBUTORS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-80109 (SGJ)

(Jointly Administered)

Related to Dkt. No. 12

**FINAL ORDER (I) AUTHORIZING
THE DEBTORS TO (A) OBTAIN POSTPETITION
FINANCING AND (B) USE CASH COLLATERAL; (II) GRANTING
LIENS AND SUPERPRIORITY CLAIMS; AND (III) GRANTING RELATED RELIEF**

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are Del Mar Holding LLC (9207), Del Mar Acquisition Inc. (8866), Surfliner Holdings, Inc. (9456), Harvest Sherwood Food Distributors, Inc. (8995), Harvest Meat Company, Inc. (9136), LAMCP Capital, LLC (N/A), Western Boxed Meats Distributors, Inc. (8735), Cascade Food Brokers, Inc. (1389), Hamilton Meat, LLC (6917), SFD Acquisition LLC (8995), SFD Transportation Corp. (1551), Sherwood Food Distributors, L.L.C. (4375), and SFD Company LLC (1175). The Debtors' service address is c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd., Beaverton, OR 97005.

Upon the motion (the “Motion”)² of Harvest Sherwood Food Distributors, Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”), pursuant to sections 105, 361, 362, 363, 364, 503, 506 (c), and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the “Bankruptcy Code”), rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the “Bankruptcy Rules”), rules 2002-1 and 9013-1 of the Local Bankruptcy Rules (as amended, the “Local Rules”) of the United States Bankruptcy Court for the Northern District of Texas (this “Court”), and Section D of the Procedures for Complex Cases in the Northern District of Texas (the “Complex Case Procedures”), seeking entry of an interim order (the “Interim Order”) and a final order (this “Final Order”) and, together with the Interim Order, the “Financing Orders”) authorizing:

- (i) Harvest Sherwood Food Distributors, Inc., Harvest Meat Company, Inc., Hamilton Meat, LLC, Western Boxed Meats Distributors, Inc., SFD Acquisition LLC, SFD Company LLC, and Sherwood Food Distributors, L.L.C. (collectively, the “Borrowers” and, each individually, a “Borrower”) to obtain, and each of the other Debtors other than Del Mar Holding LLC and Del Mar Acquisition Inc. (the “Guarantors”) to unconditionally guarantee on a joint and several basis, debtor-in-possession financing (“DIP Financing”), consisting of a senior secured superpriority debtor-in-possession revolving credit facility in the aggregate principal amount of up to \$105,000,000 (the “DIP Facility”), comprised of:
 - (a) \$25,896,170.16 of new money DIP loans, \$5,000,000 of which shall only be made available upon entry of the Interim Order, with the remainder available upon entry of the Final Order (the “New-Money DIP Loans”), and
 - (b) a roll up and conversion into DIP Obligations (as defined below) of the remaining \$79,103,829.84 of Prepetition Obligations (the “Roll-Up DIP Loans”) and, together with the New-Money DIP Loans, the “DIP Loans”) pursuant to the terms and conditions of the Final Order and the DIP Documents (as defined below);
- (ii) the Debtors to enter into and perform under the *Senior Secured Superpriority Debtor-in-Possession Credit Agreement* (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance

² Unless otherwise indicated herein, capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion, the First Day Declarations (as defined in the Motion), or the DIP Credit Agreement (as defined below), as applicable.

with the terms thereof and this Final Order, the “DIP Credit Agreement” and, together with all agreements, documents, and instruments delivered or executed in connection therewith, the “DIP Documents”) among the Borrowers, JPMorgan Chase Bank, N.A., as administrative agent (the “DIP Agent”), and the lenders from time to time party thereto (the “DIP Lenders” and, together with the DIP Agent, the “DIP Secured Parties”), substantially in the form attached to the Interim Order as Exhibit 3 (as modified herein), and to perform their respective obligations thereunder and all such other and further acts as may be necessary, appropriate, or desirable in connection with the DIP Documents;

- (iii) the Debtors to effectuate the Roll-Up DIP Loans and use proceeds of the DIP Facility solely in accordance with the DIP Documents and the Final Order, as applicable;
- (iv) the Debtors to use “cash collateral” (as defined in section 363 of the Bankruptcy Code) and all other Prepetition Collateral (as defined below) to the extent set forth in the DIP Budgets (as defined below);
- (v) the Debtors to provide adequate protection to the lenders under the *Credit Agreement* dated June 17, 2022 (as amended on October 10, 2024, and March 18, 2025, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Prepetition Credit Agreement,” and, the loans thereunder, the “Prepetition Loans” and, all security, pledge and guaranty agreements and all other documentation executed in connection with the foregoing, each as amended, supplemented or otherwise modified, the “Prepetition Credit Documents”), among the Borrowers, JPMorgan Chase Bank, N.A., as administrative agent (the “Prepetition Agent”), and the lenders party thereto from time to time (the “Prepetition Lenders” and, together with the Prepetition Agent, the “Prepetition Secured Parties”) pursuant to the terms and conditions of this Final Order and the DIP Documents;
- (vi) the Debtors to grant security interests, liens, and superpriority claims to the DIP Agent for the benefit of the DIP Secured Parties, including, in each case, subject to the Carve Out (as defined below) (a) superpriority administrative claims pursuant to sections 364(c)(1), 503(b), and 507(b) of the Bankruptcy Code, (b) liens pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code, and (c) priming liens pursuant to section 364(d) of the Bankruptcy Code to secure the Debtors’ obligations under the DIP Documents, and on the terms and conditions set forth herein and the DIP Documents;
- (vii) retroactive to the Petition Date, waiver of the Debtors’ and the estates’ right to (a) surcharge against the Prepetition Collateral and the DIP Collateral (as defined below) pursuant to section 506(c) of the Bankruptcy Code, (b) the equitable doctrine of “marshaling” and other similar doctrines with respect to the Prepetition Collateral and the DIP Collateral, and (c) assert any “equities of the case” exception pursuant to section 552(b) of the Bankruptcy Code;

- (viii) modification of the automatic stay imposed pursuant to section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms of the Financing Orders;
- (ix) this Court hold an interim hearing (the “Interim Hearing”) to consider the relief requested in the Motion and entry of the proposed Interim Order; and
- (x) this Court schedule a final hearing (the “Final Hearing” and, together with the Interim Hearing, the “DIP Hearings”) to consider entry of the Final Order authorizing and approving the relief requested in the Motion on a final basis.

Upon consideration of the Motion, the First Day Declarations, the evidence submitted or proffered and the arguments of counsel made at the DIP Hearings; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern District of Texas; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the DIP Hearings having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and it appearing that the Debtors’ entry into the DIP Documents is a sound and prudent exercise of the Debtors’ business judgment; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS FOUND, DETERMINED, ORDERED, AND ADJUDGED, that:³

1. Disposition. The Motion is GRANTED on a final basis in accordance with the terms of this Final Order. Any objections to the Motion with respect to the entry of this Final Order that have not been withdrawn, waived, or settled, and all reservation of rights included therein, are hereby denied and overruled.

2. Commencement of Chapter 11 Cases. On May 5, 2025 (the “Petition Date”), each Debtor filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are continuing to operate their businesses as debtors in possession under sections 1107 and 1108 of the Bankruptcy Code. No chapter 11 trustee has been appointed in these chapter 11 cases.

3. Jurisdiction. This Court has core jurisdiction over these chapter 11 cases commenced on the Petition Date, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. Notice. The notice given by the Debtors of the Motion, the relief requested therein, and the DIP Hearings complies with Bankruptcy Rules 4001(b) and (c), the Local Rules, and the Complex Case Procedures or otherwise constitutes due and sufficient notice under the circumstances and no further notice of the relief sought at the DIP Hearings and the relief granted herein is necessary or required.

³ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact.

5. Debtors' Stipulations. Without prejudice to the rights of any other party, but subject to the limitations thereon contained in paragraph 28 of this Final Order, the Debtors represent, admit, stipulate, and agree as follows:

(a) Prepetition Obligations. As of the Petition Date, the Borrowers, without defense, counterclaim, or offset of any kind, were jointly and severally indebted and liable to the Prepetition Secured Parties under the Prepetition Credit Documents in the aggregate amount of not less than \$79,103,829.84, which consists of (x) approximately \$78,353,793.26 in principal amount of revolving loans advanced under the Prepetition Credit Agreement, plus (y) no less than \$668,122.62 on account of accrued and unpaid interest thereon as of the Petition Date ((x) and (y) together, the "Prepetition Obligations Amount"), plus all other fees, costs, expenses, indemnification obligations, reimbursement obligations (including on account of issued and undrawn letters of credit), charges, any premiums, additional interest, any other "Obligations" (as defined in the Prepetition Credit Agreement), and all other obligations of whatever nature owing, regardless of whether contingent, whenever arising, accrued, accruing, due, owing or chargeable under the Prepetition Credit Documents (collectively, including the Prepetition Obligations Amount, the "Prepetition Obligations"). The Prepetition Obligations constitute (and, upon effectiveness of the conversion or roll up of the Prepetition Obligations into the DIP Obligations in accordance with this Final Order, constituted) legal, valid, binding, and unavoidable obligations against each of the Debtors, and no portion of the Prepetition Obligations or any payment made to the Prepetition Secured Parties or applied to or paid on account of the Prepetition Obligations prior to the Petition Date is subject to any contest, attack, rejection, recovery, reduction, avoidance, recharacterization, effect, counterclaim, defense, offset, subordination, other "claim" (as defined

in section 101(5) of the Bankruptcy Code), cause of action, choses in action, or other challenge of any kind under the Bankruptcy Code or under other applicable law.

(b) *Prepetition Liens.* Pursuant to the Prepetition Credit Documents, the Prepetition Obligations are secured by valid, binding, properly and fully perfected, enforceable, and unavoidable first priority liens on and security interests in (collectively, the “Prepetition Liens”) the “Collateral” (as defined in the Prepetition Credit Documents, the “Prepetition Collateral”), subject only to certain “Permitted Liens” (as defined in and as permitted under the Prepetition Credit Documents, the “Prepetition Permitted Liens”). The Prepetition Liens (i) are valid, binding, properly and fully perfected, enforceable, and unavoidable first priority liens and security interests in the Prepetition Collateral, (ii) are not subject, pursuant to the Bankruptcy Code or other applicable law, to any contest, rejection, recovery, reduction, avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or claim of any kind, (iii) as of the Petition Date are subject or subordinate only to certain Prepetition Permitted Liens as permitted by the terms of the Prepetition Credit Documents, and (iv) constitute the legal, valid, and binding obligation of the “Loan Parties” (as defined in the Prepetition Credit Documents) that are enforceable in accordance with the terms of the applicable Prepetition Credit Documents. No claims or causes of action held by the Debtors or their estates exist against, or with respect to, the Prepetition Secured Parties or their representatives under or relating to the Prepetition Credit Documents.

(c) *Cash Collateral.* All of the Debtors’ cash, including cash and other amounts on deposit or maintained in any account or accounts by the Debtors, and any amounts generated by the collection of accounts receivable or other disposition of the Prepetition Collateral existing as of the Petition Date or from time to time, and the proceeds of any of the foregoing, is the DIP

Secured Parties' cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the "Cash Collateral").

6. Findings Regarding the DIP Facility and Use of Cash Collateral. Based upon the pleadings and proceedings of record in the chapter 11 cases:

(a) Good cause has been shown for the entry of this Final Order and for authorization of the Debtors to use Cash Collateral and obtain financing pursuant to the DIP Documents in order to, among other things, (i) administer and preserve the value of their estates; (ii) pay contractor obligations; and (iii) pay fees and expenses incurred in connection with liquidating the Debtors' assets and other costs associated with administering these chapter 11 cases and satisfy other general corporate purposes of the Debtors, in each case subject to the DIP Budgets. The Debtors will not have sufficient sources of working capital and financing to maintain their properties in the ordinary course of business or fund these chapter 11 cases without the DIP Facility and authorized use of Cash Collateral. The access by the Debtors to sufficient liquidity through the use of Cash Collateral, the incurrence of new indebtedness under the DIP Documents, and the other financial accommodations provided under the DIP Documents are necessary and vital to the preservation, maintenance and maximization of the value of the Debtors and to a successful and orderly liquidation of the Debtors.

(b) The DIP Facility is the best source of debtor in possession financing available to the Debtors. As set forth in the First Day Declarations, the Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Documents and are unable to obtain (i) adequate unsecured credit allowable under section 503(b) of the Bankruptcy Code as an administrative expense, (ii) adequate unsecured credit allowable under section 503(c)(1) of the Bankruptcy Code having priority over administrative expenses of the kind

specified in sections 503(b) or 507(b) of the Bankruptcy Code, (iii) adequate credit secured by a senior lien on unencumbered assets under section 364(c)(2) of the Bankruptcy Code or secured by a junior lien on encumbered assets under section 364(c)(3) of the Bankruptcy Code, or (iv) secured credit from sources other than the DIP Secured Parties on terms more favorable than the terms of the DIP Facility. Financing on a post-petition basis on better terms is not available without granting the DIP Lender, (i) perfected security interests in and liens on the DIP Collateral, (ii) superpriority claims; and (iii) the other protections set forth in this Final Order.

(c) The terms of the DIP Facility, the DIP Documents, and the use of Cash Collateral are fair and reasonable, reflect the Debtors' exercise of prudent business judgement consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

(d) The DIP Facility has been negotiated in good faith and at arm's length among the Debtors and the DIP Secured Parties, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with the DIP Facility and the DIP Documents including all loans made to and guarantees issued by the Debtors pursuant to the DIP Documents and all other "Obligations" (as defined in the DIP Credit Agreement, collectively, the "DIP Obligations") shall be deemed to have been extended by the DIP Secured Parties 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. The DIP Obligations, the DIP Liens (as defined below), and the DIP Superpriority Claims (as defined below) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code if the Financing Orders or any provision thereof is reversed or modified on appeal and the validity and priority of the DIP Obligations, the DIP Liens, and the DIP Superpriority Claims granted to the DIP Secured Parties thereunder arising before the effective date of any such reversal or modification of the Financing Orders shall be governed in

all respects by the original provisions of the Financing Orders, including entitlement to all rights, remedies, privileges, and benefits granted herein.

(e) The conversion or roll up of the Prepetition Obligations into the DIP Obligations in accordance with this Final Order in connection with the DIP Financing is compensation for, in consideration or, and solely for account of, the agreement of the DIP Lenders to fund amounts under the DIP Documents, not as payments under, adequate protection for, or otherwise on account of the Prepetition Obligations. Such conversion or roll up reflects the Debtors' exercise of prudent business judgment consistent with their fiduciary duties. The DIP Secured Parties would not be willing to provide the DIP Facility or extend credit to the Debtors without such conversion or roll up. The conversion or roll up of the Prepetition Obligations into the DIP Obligations in connection with the DIP Financing pursuant to this Final Order will benefit the Debtors and their estates because they will enable the Debtors to obtain needed financing critical to administering these chapter 11 cases and liquidating the Debtors' assets, which financing would not otherwise be available.

(f) The Debtors have requested entry of this Final Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2), the Local Rules, and the Complex Case Procedures. Consummation of the DIP Facility and authorization of the use of the Prepetition Collateral (including the Cash Collateral) in accordance with this Final Order and the DIP Documents are in the best interests of the Debtors' estates and are consistent with the Debtors' fiduciary duties.

7. Authorization of the DIP Facility and the DIP Documents.

(a) The Debtors are hereby expressly authorized and empowered to execute and deliver and, on such execution and delivery, directed to perform under the DIP Documents, including the DIP Credit Agreement.

(b) Upon entry of this Final Order, the Borrowers are hereby authorized to borrow, and the Guarantors are hereby authorized to guaranty, borrowings of aggregate principal amount of \$25,896,170.16 of New-Money DIP Loans under the DIP Facility (plus interest, fees, indemnities, and other expenses and other amounts provided for in the DIP Documents), subject to and in accordance with this Final Order, the DIP Budgets, and the other DIP Documents.

(c) Proceeds of the DIP Facility and Cash Collateral shall be used solely in accordance with the DIP Credit Agreement and this Final Order, and subject to the DIP Budgets and the other DIP Documents, including for (i) the Roll-Up DIP Loans approved pursuant to this Final Order, (ii) paying interest, fees, and expenses (including attorneys' fees) to the DIP Lenders and the Prepetition Lenders pursuant to the Financing Orders and/or the DIP Credit Agreement, as applicable, (iii) funding fees and expenses incurred in connection with the liquidating the Debtors' assets, (iv) paying the fees and expenses incurred by, and/or payable to, any Professional Person (as defined below), including to fund the Carve Out and Carve Out Account (as defined below), and (v) paying certain other costs and expenses of administration of these chapter 11 cases, in each case, in accordance with the DIP Budgets.

(d) In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized, and the automatic stay imposed by section 362 of the Bankruptcy Code is hereby lifted to the extent necessary and applicable, to perform all acts and to make, execute, and deliver all instruments and documents, and to pay all fees, expenses, indemnities, and other amounts contemplated thereby or that may be reasonably required or necessary for the Debtors' performance of their obligations under the DIP Facility including:

- (i) the execution, delivery, and performance of the DIP Documents, including the DIP Credit Agreement and any collateral documents contemplated thereby;

- (ii) the execution, delivery, and performance of one or more amendments, waivers, consents or other modifications to and under the DIP Documents, in each case in accordance with the terms of the DIP Documents and in such form as the Debtors, the DIP Agent, and the Required Lenders (as defined in the DIP Credit Agreement, the “Required DIP Lenders”) may agree; it being understood that no further approval of this Court shall be required for any amendments, waivers, consents, or other modifications to and under the DIP Documents or the DIP Budgets, except that any modifications or amendments to the DIP Documents that shorten the maturity of the DIP Credit Agreement, increase the aggregate commitments thereunder or the rate of interest payable with respect to the obligations thereunder, or materially adversely affect the Debtors’ estates shall be on notice and subject to a hearing and Court approval, as necessary; provided that, notwithstanding the foregoing, to the extent that an amendment or modification to the DIP Documents or the DIP Budgets is materially adverse to any party-in-interest that has not affirmatively consented to such amendment or modification, the Debtors shall provide not less than five business days’ notice to such party-in-interest prior to the effective date of such amendment or modification; provided further that, notwithstanding the foregoing, the Debtors shall (x) consult with the Creditors’ Committee (as defined below) prior to effectuating any material amendment or modification and (y) provide notice of any proposed material amendment or modification to any DIP Document or DIP Budget and the Creditors’ Committee shall have five business days to review such amendment or modification and, (A) if the Creditors’ Committee does not provide written notice (email being sufficient)

to the Debtors of an objection within such five business-day review period, such proposed amendment or modification shall become effective upon the expiration of the foregoing review period and shall not be subject to any further review or challenge and (B) if the Creditors' Committee does provide written notice (email being sufficient) to the Debtors of an objection within such five business-day review period, such proposed amendment or modification shall not become effective absent an agreement between the parties or a determination by this Court regarding the propriety of such proposed amendment or modification;

- (iii) the non-refundable and, upon entry of this Final Order, irrevocable payment to each of the DIP Secured Parties, as applicable, of the fees referred to in the DIP Documents (which fees, in each case, shall be, and shall be deemed to have been, approved upon entry of this Final Order, and which fees shall not be subject to any challenge, 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, under applicable non-bankruptcy law or otherwise) and any amounts due (or that may become due) in respect of any reimbursement or indemnification obligations under the DIP Documents; and
- (iv) the performance of all other acts required under or in connection with the DIP Documents.

(e) The DIP Documents constitute legal, valid, binding, and unavoidable obligations of the Debtors enforceable against each Debtor party thereto in accordance with their respective terms and the terms of the Financing Orders for all purposes during these chapter 11 cases, any

subsequently converted case of any Debtor to a case under chapter 7 of the Bankruptcy Code, or after the dismissal of any Case. No obligation, payment, transfer, or grant of security under the DIP Credit Agreement, the other DIP Documents or the Financing Orders shall be stayed, restrained, voidable, avoidable or recoverable under the Bankruptcy Code or under any applicable law (including under sections 502(d), 548, or 549 of the Bankruptcy Code, or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act or similar statute or common law), or subject to any defense, reduction, setoff, recoupment, or counterclaim.

(f) The Guarantors hereby are authorized and directed to jointly, severally, and unconditionally guarantee in full all of the DIP Obligations of the Borrowers and to incur any DIP Obligations and DIP Liens in connection therewith.

(g) Effective immediately upon entry of this Final Order and the funding of the New-Money DIP Loans provided for herein, and without any further action by any party to the DIP Documents, the Court or any other “person” (as defined in section 101(41) the Bankruptcy Code), (i) all of the Prepetition Obligations shall be, on a cashless basis, automatically deemed to constitute DIP Obligations that shall be due and payable in accordance with the terms and conditions set forth in the DIP Credit Agreement as if originally funded hereunder on the Petition Date, and (ii) the Prepetition Obligations shall be automatically and irrevocably reduced by the amount of the Roll-Up DIP Loans approved by this Final Order. The cashless substitution and exchange of the Prepetition Obligations by “rolling-up” such amounts into DIP Obligations as described in this paragraph shall be authorized as compensation for, in consideration for, as a necessary inducement for, and on account of the agreement of the DIP Lenders to fund the New-

Money DIP Loans and not as adequate protection for, or otherwise on account of, the Prepetition Obligations.

8. DIP Budgets.

(a) Except as otherwise provided herein or in the DIP Documents, the Debtors may only use Cash Collateral and the proceeds of the DIP Facility in accordance with the projected statement of sources and uses of cash for the Debtors for the 18 calendar months (but not any preceding months) attached hereto as **Exhibit 1** (as may be amended, replaced, extended, supplemented, or otherwise modified in accordance with the terms of the Financing Orders and the DIP Documents, the “Long-Term DIP Budget”) and a 13-week cash flow forecast (as may be amended, replaced, extended, supplemented, or otherwise modified in accordance with the terms of this Final Order and the DIP Documents, the “Short-Term DIP Budget” and, together with the Long-Term DIP Budget, the “DIP Budgets”). The Short-Term DIP Budget attached hereto as **Exhibit 2** shall constitute the current Short-Term DIP Budget. On the Friday of the fourth calendar week after the week in which the Petition Date occurs, and each four weeks thereafter, or at any more frequent interval as the Debtors may choose in their sole discretion, the Debtors shall deliver to the DIP Agent (with a concurrent copy to the Creditors’ Committee in accordance with paragraph 7(d)(ii) hereof) an updated Short-Term DIP Budget that is substantially consistent with the Long-Term DIP Budget and is acceptable to the Required DIP Lenders and, solely with respect to the Allowed Professional Fees of the Committee Professionals (each as defined below), the Creditors’ Committee. Subject to the Permitted Variances described and defined in the following paragraph, the disbursements set forth in the Short-Term DIP Budget shall be adhered to on a cumulative 4-week basis for the period then ending, as described below.

(b) No later than the fourth Business Day each week, the Debtors shall deliver a budget variance report/reconciliation (the “Variance Report”) to (i) the DIP Agent for delivery to the DIP Lenders and (ii) the Creditors’ Committee. Variance from the Short-Term DIP Budget shall be tested on a rolling four-week basis, and total disbursements shall not be more than 105% of the projected disbursements in the Short-Term DIP Budget (the “Permitted Variances”). The Variance Report will include (i) the variance (as compared to the applicable Short-Term DIP Budget) of the disbursements made by the Debtors set forth in the Short-Term DIP Budget, and (ii) an explanation, in reasonable detail, for any material variances set forth in such Variance Report, certified by the Chief Restructuring Officer of the Debtors.

(c) The consent of the Required DIP Lenders to any applicable DIP Budget shall not be construed as consent to the use of any Cash Collateral or use of proceeds from the DIP Facility after the occurrence of an “Event of Default” (as defined in the DIP Credit Agreement), regardless of whether the aggregate funds shown on any applicable DIP Budget have been expended. In accordance with the DIP Documents, the DIP Agent may from time to time, and in its sole discretion, reduce the Commitments (as defined in the DIP Credit Agreement) by providing written notice to the Debtors and the DIP Lenders of such reduction; provided that in no event shall the Commitments be reduced to less than the amounts to be funded under the Long-Term DIP Budget. For the avoidance of doubt, any professional fees payable to the DIP Agent’s counsel or financial advisors shall not be limited by the Budgets (and any overruns by such professionals shall not give rise to any Event of Default or be considered in connection with any variance test).

9. Reporting Requirements/Access to Records. The Debtors shall provide the DIP Lenders and the Creditors’ Committee with all reporting and other information required to be provided to the DIP Agent under the DIP Documents. In addition to, and without limiting,

whatever rights to access the DIP Secured Parties have under the DIP Documents, upon reasonable notice, at reasonable times during normal business hours, the Debtors shall permit representatives, agents, and employees of the DIP Secured Parties and representatives of the Creditors' Committee to (a) have access to and inspect the Debtors' assets, (b) examine the Debtors' books and records, and (c) discuss the Debtors' affairs, finances, and condition with the Debtors' officers and advisors.

10. DIP Superpriority Claims. Subject and subordinate only to the Carve Out, pursuant to section 364(c)(1) of the Bankruptcy Code and without the need to file any proof of claim or request for payment of administrative expenses, all of the DIP Obligations shall constitute allowed senior administrative expense claims of the DIP Secured Parties against each of the Debtors' estates (the "DIP Superpriority Claims") with priority over (a) any and all administrative expenses, adequate protection claims, diminution claims, and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and (b) any and all administrative expenses or other claims arising under sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code or otherwise, regardless of whether such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which DIP Superpriority Claims shall for the 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 shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, including the proceeds of any claims or causes of action arising under chapter 5 of the Bankruptcy Code (the "Avoidance Actions" and, any proceeds thereof, the "Avoidance Proceeds") and all commercial tort claims (including, but not limited to, those set forth on **Exhibit 3** attached hereto). Except as

set forth in, or permitted by, this Final Order, no other superpriority claims shall be granted or allowed in these chapter 11 cases. Notwithstanding anything in this Final Order to the contrary, the DIP Secured Parties shall (x) have recourse to Avoidance Proceeds from Avoidance Actions against non-insider commercial counterparties (collectively, the “Commercial Avoidance Actions” and, any proceeds thereof, the “Commercial Avoidance Proceeds”) only with respect to New-Money DIP Loans (plus interest, fees, indemnities, and other expenses and other amounts that accrue thereon under the DIP Documents), and (y) only avail themselves of the Commercial Avoidance Proceeds on a “last look” basis if all other DIP Collateral is inadequate to indefeasibly repay the DIP Superpriority Claims in full; *provided, however*, that any Avoidance Actions against Sprouts Farmers Market, Inc. and SFM, LLC d/b/a Sprouts Farmers Market (the “Sprouts Avoidance Actions”) shall not be Commercial Avoidance Actions and any Avoidance Proceeds from the Sprouts Avoidance Actions (the “Sprouts Avoidance Proceeds”) shall not be Commercial Avoidance Proceeds and the DIP Secured Parties shall have full recourse to the Sprouts Avoidance Proceeds.

11. DIP Liens. As security for the DIP Obligations, effective and automatically perfected upon the date of the Petition Date, and without the necessity of the execution, recordation or filings by the Debtors or the DIP Secured Parties of mortgages, security agreements, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control by the DIP Secured Parties of, or over, any DIP Collateral, the following security interests and liens are hereby granted by the Debtors to the DIP Agent, for the benefit of the DIP Lenders, subject and subordinate only to the Carve Out and any Prepetition Permitted Liens (all such liens and security interests granted to the DIP Agent, for the benefit of the DIP Lenders, pursuant to the Financing Orders and the DIP Documents, the “DIP Liens”):

(a) *DIP Liens on Unencumbered Property.* Subject and subordinate only to the Carve Out, pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, legal, binding, continuing, enforceable, unavoidable, allowed, and properly and fully perfected first priority senior security interest in and lien on all DIP Collateral not subject to (i) a valid, perfected, and unavoidable lien or (ii) a valid and unavoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code;

(b) *DIP Liens Junior to Certain Other Liens.* Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, legal, binding, continuing, enforceable, unavoidable, allowed, and properly and fully perfected junior security interest in and lien on all DIP Collateral that is subject to a Prepetition Permitted Lien (i) in existence and properly perfected immediately prior to the Petition Date and (ii) in existence immediately prior to the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code.

(c) *DIP Liens Priming Prepetition Liens.* Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, legal, binding, continuing, enforceable, unavoidable, allowed, and properly and fully perfected first priority senior priming security interest in and lien on all DIP Collateral.

12. *DIP Collateral.* The DIP Liens as approved and perfected by the Financing Orders include liens on and security interests in all prepetition and postpetition property of the Debtors and proceeds from the disposition of the foregoing (as applicable), whether existing on the Petition Date or thereafter acquired and wherever located (collectively, the “DIP Collateral”), including any unencumbered cash of the Debtors (whether maintained with the DIP Agent or otherwise) and any investment of such cash, deposit accounts, securities accounts, inventory, goods, contract rights, mineral rights, instruments, documents, chattel paper, patents, trademarks, tradenames,

copyrights, and other intellectual property and any licenses therefor, accounts, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, intercompany claims, contracts, owned real estate, fixtures, deposit accounts, commercial tort claims (including, but not limited to, those set forth on **Exhibit 3** attached hereto), instruments, investment property, letter-of-credit rights, supporting obligations, vehicles, machinery and equipment, real property, proceeds from the disposition of leases, all of the issued and outstanding capital stock of each Debtor, other equity or ownership interests, including equity interests in subsidiaries and non-wholly-owned subsidiaries, money, investment property, causes of action (including the Avoidance Proceeds), and all cash and non-cash proceeds of any of the collateral described above. The DIP Collateral shall not include (and the DIP Liens will not encumber) Avoidance Actions (except that the DIP Liens will encumber the Avoidance Proceeds). Notwithstanding anything in this Final Order to the contrary, the DIP Secured Parties shall (x) have recourse to Commercial Avoidance Proceeds only with respect to New-Money DIP Loans (plus interest, fees, indemnities, and other expenses and other amounts that accrue thereon under the DIP Documents), and (y) only avail themselves of the Commercial Avoidance Proceeds on a “last look” basis if all other DIP Collateral is inadequate to indefeasibly repay the DIP Obligations in full; *provided, however*, the DIP Secured Parties shall have full recourse to the Sprouts Avoidance Proceeds.

13. Carve Out.

(a) *Generally.* As used in this Final Order, the “Carve Out” means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to \$50,000

incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the “Allowed Professional Fees”) incurred by persons or firms retained by the Debtors pursuant to sections 327, 328, or 363 of the Bankruptcy Code (the “Debtor Professionals”) or an official committee of unsecured creditors (the “Creditors’ Committee”) pursuant to section 328 or 1103 of the Bankruptcy Code (the “Committee Professionals” and, together with the Debtor Professionals, the “Professional Persons”) (x) at any time on or before delivery by the DIP Agent of a Carve Out Trigger Notice (as defined below), whether allowed by this Court before or after delivery of a Carve Out Trigger Notice (the “Pre-Carve Out Trigger Amount”), plus at any time after the delivery of a Carve Out Trigger Notice, (y) the Allowed Professional Fees of the Debtor Professionals in an aggregate amount not to exceed \$950,000 (the “Debtor Post-Carve Out Trigger Notice Cap”) and (z) the Allowed Professional Fees of the Committee Professionals in an aggregate amount not to exceed \$100,000 (together with the Debtor Post-Carve Out Trigger Notice Cap, the “Post-Carve Out Trigger Notice Cap” and the Pre-Carve Out Trigger Amount together with the Post-Carve Out Trigger Notice Cap the “Professional Carve Out Cap”). Under no circumstances shall the Pre-Carve Out Trigger Amount (plus the amount of any unused retainers held by or on behalf of any Professional Persons) exceed the cumulative amount set forth in the applicable Short-Term DIP Budget for the Professional Persons incurred from the Petition Date to the date of the Carve Out Trigger Notice without the consent of the Required Lenders. For the avoidance of doubt, (i) the Post-Carve Out Trigger Notice Cap shall in no way be limited by the DIP Budgets, and (ii) unused amounts set forth in the Short-Term DIP Budget for each Professional Person, if any, may be carried forward up through and including the date of the Carve Out Trigger Notice and used to fund such

Professional Person's fees and expenses in any subsequent week. For purposes of the foregoing, "Carve Out Trigger Notice" shall mean (i) a written notice, including by e-mail (which shall be deemed delivered when sent), by the DIP Agent to the Debtors, their lead restructuring counsel, the U.S. Trustee, and lead counsel to the Creditors' Committee (if appointed) providing that an Event of Default has occurred under the DIP Facility and stating that the Post-Carve Out Trigger Notice Cap has been invoked or (ii) the occurrence of the Maturity Date under the DIP Credit Agreement, which will be deemed as automatic delivery of a Carve Out Trigger Notice, regardless of when actual notice was provided by the DIP Agent.

(b) *Carve Out Procedure.* The Debtors must, upon reasonable request of the DIP Agent or the Creditors Committee, but no less frequently than once every two weeks, provide to the DIP Agent (with a concurrent copy to the Creditors' Committee) a written report ("Carve Out Report"), in which Debtors disclose their then current estimate of: (i) the aggregate amount of unpaid professional fees, costs, and expenses accrued or incurred by the Professional Persons through the date of the Carve Out Report; and (ii) the projected fees, costs, and expenses of the Professional Persons for the 30-day period after the date of such Carve Out Report.

- (i) The Debtors shall transfer into a segregated account not subject to the control of the DIP Secured Parties or the Prepetition Secured Parties (the "Carve Out Account") on a weekly basis cash in an amount equal to the estimated Debtor Professionals' and Committee Professionals' fees and expenses (excluding any restructuring, sale, success, or other transaction fee of any investment bankers, financial advisors, or consultants), respectively, for the next unfunded week set forth in the Short-Term DIP Budget and, to the extent agreed by the Required Lenders, any actual fees of Professional Persons for any prior postpetition weeks

not already provided for in the Short-Term DIP Budget. Thereafter, the Debtors shall use such funds held in the Carve Out Account solely to pay Professional Persons' fees and expenses as they become allowed and payable pursuant to interim or final orders of the Court and shall not constitute DIP Collateral unless and until all Allowed Professional Fees have been paid in full; provided that the Debtors' obligations to pay the Allowed Professional Fees of the Professional Persons shall not be limited or deemed limited to funds held in the Carve Out Account.

- (ii) Immediately following receipt of a Carve Out Trigger Notice, and prior to the payment of any DIP Obligations, (A) the Carve Out Trigger Notice shall be deemed a notice of borrowing by the Debtors for the New-Money DIP Loans under the DIP Facility in an amount equal to the Professional Carve Out Cap less any amounts already funded in the Carve Out Account and any of the Debtors' unrestricted cash on hand as of the date of the Carve Out Trigger Notice; and (B) the Debtors shall be required to deposit into the Carve Out Account any unrestricted cash on hand in an amount not to exceed the difference between the applicable Professional Carve Out Cap and the balance held in the applicable Carve Out Account as of date of the Carve Out Trigger Notice. Notwithstanding anything to the contrary herein or in the DIP Documents, following delivery of a Carve Out Trigger Notice, the DIP Agent shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of assets) of the Debtors until the Carve Out Account has been fully funded as required herein in an amount equal to all obligations benefitting from the Carve Out.

- (iii) The amounts in the Carve Out Account shall be available only to satisfy Allowed Professional Fees and other amounts included in the Carve Out until such amounts are paid in full. Notwithstanding anything to the contrary herein, (A) failure of the Carve Out Account to satisfy in full the amount set forth in the Carve Out shall not affect the priority of the Carve Out and (B) in no way shall any DIP Budget, Carve Out, or Carve Out Account restrict any Professional Persons from seeking allowance of compensation with the Court in accordance with the compensation procedures approved in the chapter 11 cases; *provided* that nothing in the Financing Orders shall impact or modify any fee cap provisions set forth in any engagement letters of any Professional Persons and nothing herein shall prohibit the DIP Agent or DIP Lenders from contesting any such compensation in accordance with such procedures. All funds in the Carve Out Account shall be used first to pay all obligations benefitting from the Pre-Carve Out Trigger Amount, until paid in full, and then the obligations benefitting from the Post-Carve Out Trigger Notice Cap; provided that, to the extent that the Debtors funded Carve Out Account in the full amount of the Professional Carve Out Cap, the amounts in the Carve Out Account shall be reduced on a dollar-for-dollar basis for Allowed Professional Fees that are paid after the delivery of the Carve Out Trigger Notice, and the Carve Out Account shall not be replenished for such amounts so paid.
- (iv) Payments from the Carve Out shall be subject to any terms and conditions of the engagement agreements and appurtenant orders for the employment of each Professional Person. The Debtors shall be permitted to pay compensation and reimbursement of expenses incurred prior to the occurrence of an Event of Default

to the extent allowed and payable under sections 330 and 331 of the Bankruptcy Code.

- (v) Notwithstanding anything to the contrary herein or elsewhere, the Carve Out shall be senior to all claims and liens, including liens securing the DIP Facility, and the DIP Collateral shall exclude the Carve Out Account; provided that, if after paying all amounts set forth in the definition of Carve Out, the Carve Out Account has not been reduced to zero, all remaining funds shall first be distributed to the DIP Agent on behalf of the DIP Loans, unless the DIP Obligations have been indefeasibly paid in full in cash and the DIP Obligations have been terminated, in which case all remaining funds shall return to the Debtors' estates.

(c) *Reservation of Rights.* Nothing herein may be construed as consent by the DIP Secured Parties to the allowance of any fees, costs, or expenses of the Professionals Persons or will affect the right of DIP Secured Parties or the Prepetition Secured Parties to object to the allowance and payment of any such fees, costs, or expenses, or the right of the DIP Secured Parties or the Prepetition Secured Parties to the return of any portion of the Carve Out that is funded with respect to fees, costs, and expenses for a Professional Person that are approved on an interim basis, but that are later denied on a final basis.

(d) *No Direct Obligation to Pay Allowed Professional Fees.* Neither the DIP Secured Parties nor the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with these chapter 11 cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in the Financing Orders or otherwise shall be construed to obligate the DIP Secured Parties, the Prepetition Secured Parties, or the Debtors, in any way, to pay compensation to, or to reimburse

expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement (other than the Carve Out and Carve Out Account in accordance with this Final Order).

14. Limitation on Charging Expenses Against Collateral. Retroactive to the Petition Date, no expenses of administration of these chapter 11 cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Prepetition Collateral or the DIP Collateral, the DIP Secured Parties, or the Prepetition Secured Parties pursuant to sections 105(a) or 506(c) of the Bankruptcy Code or any similar principle of law or equity, without the prior written consent of the DIP Secured Parties and the Prepetition Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Secured Parties or the Prepetition Secured Parties.

15. No Marshaling/Application of Proceeds. Retroactive to the Petition Date, the DIP Agent and the Prepetition Agent shall be entitled to apply the payments or proceeds of the DIP Collateral and the Prepetition Collateral in accordance with the provisions of the Financing Orders, the DIP Documents and the Prepetition Credit Documents, as applicable, and except as provided herein, the DIP Secured Parties shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral.

16. Equities of the Case. Retroactive to the Petition Date, (a) the DIP Secured Parties, and the Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and (b) the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to such parties with respect to the proceeds,

products, offspring, or profits of any of the Prepetition Collateral or the DIP Collateral, as applicable.

17. Use of Cash Collateral. The Debtors are hereby authorized to use all Cash Collateral solely in accordance with this Final Order, the DIP Documents, and subject to the DIP Budgets. Except on the terms and conditions of the Financing Orders, the Debtors shall be enjoined and prohibited from at any time using the Cash Collateral.

18. Proofs of Claim. The DIP Secured Parties and the Prepetition Secured Parties shall be authorized, but not required, to file proofs of claim in any of these chapter 11 cases or any successor cases under any chapter of the Bankruptcy Code in respect of any of the DIP Obligations or the Prepetition Obligations, and the Debtors' stipulations in this Order shall be deemed to constitute a timely filed proof of claim against each applicable Debtor. Notwithstanding any bar date order entered by this Court, if the DIP Agent or the Prepetition Agent files a proof of claim with respect to the DIP Obligations or Prepetition Obligations, then (i) such proof of claim may be a single master consolidated proof of claim filed in the lead case, which shall be deemed a valid proof of claim filed against each Debtor in its chapter 11 case or any successor case under any chapter of the Bankruptcy Code and (ii) such consolidated proof of claim is not required to include any supporting agreements, documents, or evidence as required by the Bankruptcy Rules. Any proof of claim filed by the DIP Agent or the Prepetition Agent shall be deemed to be in addition to and not in lieu of any other proof of claim that may be filed by any of the DIP Secured Parties or Prepetition Secured Parties, respectively.

19. Reservation. Nothing herein shall impair or modify the application of section 506(b) of the Bankruptcy Code if any Prepetition Obligations are secured by property that has a value greater than the amount of such Prepetition Obligations.

20. Restrictions on Disposition of Material Assets Outside the Ordinary Course of Business. Except as expressly permitted under the “first day” pleadings or the DIP Documents, the Debtors shall not use, sell, or lease any material assets outside the ordinary course of business (including, for the avoidance of doubt, resolve any commercial tort or other litigation claims), or seek authority of this Court to the extent required by section 363 of the Bankruptcy Code, without obtaining the prior written consent of the DIP Agent, consulting with the Creditors’ Committee, and providing the Creditors’ Committee with a review period of at least five days before the date on which the Debtors file a motion seeking the Court’s authority for such use, sale, or lease. Except as otherwise provided under the DIP Documents, subject to the Prepetition Permitted Liens, in the event of any such sale, lease, transfer, license, or other disposition of property of the Debtors that constitutes DIP Collateral (including, for the avoidance of doubt, any commercial tort or other litigation claims) outside the ordinary course of business (to the extent permitted by the DIP Documents and the Financing Orders), the Debtors are authorized and shall promptly pay, without further notice or order of this Court, the DIP Agent for the benefit of the DIP Secured Parties, 100% of the net cash proceeds resulting therefrom no later than the second business day after receipt of such proceeds. Except as otherwise provided under the DIP Documents, subject to the Prepetition Permitted Liens, in the event of any casualty, condemnation, or similar event with respect to property that constitutes DIP Collateral, the Debtors are authorized and shall promptly pay to the DIP Agent, for the benefit of the DIP Secured Parties, any insurance proceeds, condemnation award, or similar payment (excluding any amounts on account of any D&O policies) no later than the second business day after receipt of payment by the Debtors, unless the DIP Agent consents in writing to the funds being reinvested by the Debtors.

21. Reservation of Rights of the DIP Secured Parties. Entry of the Financing Orders is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair: (a) any of the rights of the DIP Secured Parties under the Bankruptcy Code or under non-bankruptcy law, including the right of any of the DIP Secured Parties to (i) request modification of the automatic stay, (ii) request dismissal of any of these chapter 11 cases, conversion of any of these chapter 11 cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers in any of these chapter 11 cases, or (iii) seek to propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (b) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of the DIP Secured Parties. The delay in or failure of the DIP Secured Parties to seek relief or otherwise exercise their rights and remedies shall not constitute a waiver of any of the DIP Secured Parties' rights and remedies.

22. Remedies.

(a) Subject to the terms of the DIP Documents and this Final Order, the automatic stay provisions of section 362 of the Bankruptcy Code shall be modified to the extent necessary to permit the DIP Secured Parties to exercise all rights and remedies and to take any or all of the following actions, without further order of or application to the Court, after five (5) business days (such period, the "Remedies Notice Period") from the delivery of a written notice (email being sufficient) of the occurrence and continuance of an Event of Default (the "Default Notice") by the DIP Agent to the Debtors, their counsel (Sidley Austin LLP), the U.S. Trustee, and counsel to any official Creditors' Committee appointed in these chapter 11 cases.

(b) Upon issuance of the Default Notice and prior to the expiration of the Remedies Notice Period, the DIP Secured Parties may (i) terminate, reduce, or restrict the Debtors' use of

any Cash Collateral, and (ii) cease or reduce making any DIP Loans under the DIP Credit Agreement. Following the expiration of the Remedies Notice Period and during the continuation of any Event of Default, the DIP Secured Parties may: (i) terminate, reduce, or restrict the Debtors' use of any Cash Collateral; (ii) cease or reduce making any DIP Loans under the DIP Credit Agreement; (iii) declare all DIP Obligations to be immediately due and payable; (iv) charge the default rate of interest on the DIP Loans; (v) freeze monies or balances in the Debtors' accounts; (vi) immediately set-off any and all amounts in accounts maintained by the Debtors and subject to the control of the DIP Secured Parties against the DIP Obligations; (vii) otherwise enforce any and all rights and remedies against the DIP Collateral available to them under the Financing Orders, the DIP Documents, and applicable non-bankruptcy law; (viii) enforce all of the guaranty rights; and (ix) take any other actions or exercise any other rights or remedies permitted under the Financing Orders, the DIP Documents, or applicable law to effect the repayment of the DIP Obligations.

(c) The automatic stay under section 362 of the Bankruptcy Code otherwise applicable to the DIP Agent and DIP Lenders is hereby modified so that after the Remedies Notice Period the DIP Agent shall be entitled to exercise all rights and remedies against the DIP Collateral in accordance with the DIP Documents and the Financing Orders, and shall be permitted to satisfy the DIP Liens and the DIP Superpriority Claims, subject only to the Carve Out and Prepetition Permitted Liens. Unless the Court orders otherwise during the Remedies Notice Period, the automatic stay shall automatically be terminated at the end of the Remedies Notice Period without further notice or order solely for the benefit of the DIP Agent to exercise remedies on behalf of the DIP Secured Parties, and the DIP Agent shall be permitted to exercise all remedies as set forth herein, in the DIP Documents, and as otherwise available at law against the DIP Collateral, without

further order of or application or motion to the Court, and without restriction or restraint by any stay under sections 105 or 362 of the Bankruptcy Code, or otherwise, against the enforcement of the liens and security interest in the DIP Collateral or any other rights and remedies granted to the DIP Agent with respect thereto pursuant to the DIP Documents or the Financing Orders; provided that during the Remedies Notice Period the Debtors may use the proceeds of the DIP Facility (to the extent drawn before receipt of a Default Notice) or Cash Collateral only to fund operations in accordance with the DIP Credit Agreement and the DIP Budgets; provided further that during the Remedies Notice Period the Debtors and the DIP Secured Parties consent to a hearing on an expedited basis to consider whether an Event of Default has occurred; provided further, that if a hearing to consider the foregoing is requested to be heard before the end of the Remedies Notice Period but is scheduled for a later date by the Court, the Remedies Notice Period shall be automatically extended to the date of such hearing but in no event later than ten (10) business days after delivery of the Default Notice.

(d) Upon or after the occurrence of any Event of Default, the DIP Agent and the DIP Lenders may, in their sole discretion, consistent with the terms of the Financing Orders and the DIP Documents, advance funds to the Debtors or may consent to the Debtors' use of Cash Collateral, and all such advances or consent to use of Cash Collateral shall not constitute a waiver, limitation, or modification of the DIP Agent's or the DIP Lenders' rights and remedies pursuant to the DIP Documents, the Financing Orders, and applicable law. Notwithstanding any provision to the contrary herein or the DIP Documents, the Creditors' Committee shall have the right to appear and be heard at any hearing regarding an Event of Default, and the granting of relief from the automatic stay by this Court to any other creditor or party in interest in these chapter 11 cases pursuant to Article VII(p) of the DIP Credit Agreement shall only constitute an Event of Default

if it is with respect to any portion of the DIP Collateral exceeding \$100,000 in value in the aggregate.

23. Milestones. The Debtors agree that failure to comply with any of the milestones (as defined in, and set forth in sections 1.10 and 6.14 of, the DIP Credit Agreement, the “Milestones”) shall constitute an Event of Default. Each of the Milestones may be extended or waived in writing at any time by the DIP Agent. The Milestones are as follows (notwithstanding the definition of “Milestones” in Article I of the DIP Credit Agreement):

(a) The Petition Date shall be no later than 11:59 p.m., Dallas, Texas time, on May 5, 2025;

(b) The Interim Order shall be entered no later than the seventh (7th) calendar day following the Petition Date;

(c) The Loan Parties shall file with the Court by not later than the fifth (5th) Business Day following a written request by the Administrative Agent, on behalf of the Required Lenders (email being sufficient) (i) a motion for an order from the Bankruptcy Court enforcing the automatic stay (the “Automatic Stay Motion”), (ii) an adversary proceeding, complaint, or other pleading (as may be mutually agreed to by the Loan Parties and the Required Lenders) to remove to the Bankruptcy Court any pending litigation in which the Loan Parties are involved, or (iii) an adversary proceeding, complaint, or other pleading (as may be mutually agreed to by the Loan Parties and the Required Lenders) in the Bankruptcy Court for the purposes of collecting amounts owed to any of the Loan Parties or preventing any interference with property of the estates of the Loan Parties, in each case with respect to any third-party identified in such written request; provided that the Loan Parties shall not have to comply with such request if inconsistent with the Loan Parties’ fiduciary duties or applicable law; and

(d) This Final Order shall be entered no later than the 55th calendar day following the Petition Date.

24. Perfection of the DIP Liens.

(a) The DIP Agent and the Prepetition Agent are hereby authorized, but not required, to file or record (and to execute in the name of the Debtors, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, intellectual property filings, mortgages, depository account control agreements, notices of lien, or similar instruments in any jurisdiction to validate and perfect the liens and security interests granted hereunder. Whether or not the DIP Agent or the Prepetition Agent shall, in their sole discretion, choose to file such financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments, such liens and security interests shall be deemed valid, automatically perfected, allowed, enforceable, unavoidable and not subject to challenge, dispute or subordination (subject to the priorities set forth in the Financing Orders) as of the Petition Date. Upon the request of the DIP Agent or the Prepetition Agent, as applicable, each of the Prepetition Secured Parties and the Debtors, without any further consent of any party, is authorized to take, execute, deliver, and file such instruments (in the case of the Prepetition Secured Parties, without recourse or representation or warranty of any kind) to enable the DIP Agent or the Prepetition Agent to further validate, perfect, preserve, and enforce the DIP Liens. All such documents will be deemed to have been recorded and filed as of the Petition Date.

(b) A certified copy of this Final Order may, in the discretion of the DIP Agent or the Prepetition 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 Final Order for filing and recording;

provided, however, that notwithstanding the date of any such filing, the date of such perfection shall be the Petition Date.

25. *Preservation of Rights Granted under Financing Orders.*

(a) If either of the Financing Orders or any provision thereof is vacated, reversed, or modified on appeal or otherwise, any liens or claims granted to the Prepetition Secured Parties or the DIP Secured Parties hereunder arising before the effective date of any such vacatur, reversal, or modification of the Financing Orders shall be governed in all respects by the original provisions of the Financing Orders, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the Prepetition Secured Parties and the DIP Secured Parties shall be entitled to the protections afforded in section 363(m) of the Bankruptcy Code with respect to all uses of the Prepetition Collateral (including the Cash Collateral).

(b) Unless and until all DIP Obligations and Prepetition Obligations are indefeasibly paid in full, in cash, and all commitments to extend credit under the DIP Facility are terminated, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly (i) except as permitted under the DIP Documents and with the prior written consent of the DIP Agent (x) any modification, stay, vacatur, or amendment of the Financing Orders, (y) a priority claim for any administrative expense, secured claim or unsecured claim against any of the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including any administrative expense of the kind specified in sections 503(b), 507(a) or 507(b) of the Bankruptcy Code) in any of these chapter 11 cases, equal or superior to the DIP Superpriority Claims and the Prepetition Obligations (or the liens and security interests securing such claims and obligations), or (z) any other order allowing use of the DIP Collateral; (ii) except as permitted under the DIP Documents, any lien on any of the DIP Collateral or the Prepetition Collateral with priority equal

or superior to the DIP Liens or the Prepetition Liens, as the case may be; (iii) the use of Cash Collateral for any purpose other than as permitted in the DIP Budgets, the other DIP Documents or a Financing Order; (iv) except as set forth in the DIP Documents, the return of goods pursuant to section 546(h) of the Bankruptcy Code (or other return of goods on account of any prepetition indebtedness) to any creditor of any Debtor; (v) an order converting or dismissing any of these chapter 11 cases; (vi) an order appointing a chapter 11 trustee in any of these chapter 11 cases; or (vii) an order appointing an examiner with enlarged powers in any of these chapter 11 cases.

(c) Except as expressly provided in the Financing Orders or in the DIP Documents, the DIP Liens, the DIP Superpriority Claims, and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of the Financing Orders and the DIP Documents shall survive, maintain their priority as provided in the Financing Orders, and not be modified, impaired or discharged by (i) the entry of an order converting any of these chapter 11 cases to a case under chapter 7, dismissing any of these chapter 11 cases, terminating the joint administration of these chapter 11 cases or by any other act or omission, (ii) the entry of an order approving the sale of any Prepetition Collateral or DIP Collateral pursuant to section 363(b) of the Bankruptcy Code or (iii) the entry of an order confirming a plan of reorganization or plan of liquidation in any of these chapter 11 cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining DIP Obligations. The DIP Liens, the DIP Superpriority Claims, and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of the Financing Orders shall continue in full force and effect until the DIP Obligations are indefeasibly paid in full, in cash (or, with respect to the DIP Obligations, otherwise satisfied in a manner agreed to by the Required DIP Lenders).

26. Expenses and Indemnification.

(a) All (i) reasonable and documented out-of-pocket fees and expenses incurred by professionals or consultants retained by the DIP Agent and the DIP Lenders (collectively, the “DIP Professionals”), incurred in connection with these chapter 11 cases (in any capacity) and the DIP Facility, whether or not the DIP Facility is successfully consummated (including for the avoidance of doubt Latham & Watkins LLP, Hunton Andrews Kurth LLP, and Huron Consulting Group), and (ii) reasonable and documented out-of-pocket expenses (including fees, disbursements and other charges of DIP Professionals) of the DIP Agent and the DIP Lenders, for administration and enforcement costs and documentary taxes associated with the DIP Facility and the transactions contemplated thereby, are to be paid by the Debtors. All fees and expenses described above shall be payable by the Debtors (whether accrued or incurred before, on, or after the Petition Date). The applicable professional shall serve copies of the invoices supporting its fees and expenses (which invoices shall not be required to comply with any particular format and may be in summary form only, so long as they include sufficient detail to ascertain the nature, extent, and reasonableness of the services provided, and may be in redacted form only to the extent needed to protect privileged and confidential information) on counsel to the Debtors, the U.S. Trustee and counsel to any Creditors’ Committee, without the necessity of filing motions or fee applications, and such fees and expenses shall be subject to prior ten-day review by the Debtors, the U.S. Trustee and any Creditors’ Committee. If no objection is filed within such ten-day review period, such invoice shall be paid without further order of the Court within five days after the expiration of the foregoing review period and shall not be subject to any further review, challenge, or disgorgement. If the Debtors, the U.S. Trustee, or the Creditors’ Committee shall file with this Court an objection to

any such fees or expenses, the undisputed amounts shall be paid immediately and the portion subject to such objection shall not be paid until resolution of such objection by this Court.

(b) As set forth in the DIP Documents, the Debtors will, jointly and severally, indemnify the DIP Secured Parties and their respective Related Parties (as defined below) (each, in their capacity as such, an “Indemnified Person”), and hold them harmless from and against any and all losses, claims, damages (including any special, indirect, or consequential damages), costs, expenses (including reasonable and documented legal fees and expenses), and liabilities arising out of or relating to the execution or delivery of the DIP Documents, transactions contemplated hereby and thereby, and any actual or proposed use of the proceeds of any loans made under the DIP Facility in accordance with the terms of the DIP Credit Agreement; provided that no such person will be indemnified for costs, expenses, or liabilities to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred primarily by reason of the actual fraud, gross negligence, criminal acts, or willful misconduct of such person; provided further that no such person will be indemnified for costs, expenses, or liabilities solely to the extent that they result from a challenge to the validity, perfection, priority, extent, or enforceability of the Prepetition Liens or the Prepetition Obligations brought in accordance with paragraph 28 herein and a court of competent jurisdiction enters a final, non-appealable order sustaining such challenge in accordance with paragraph 28 herein.

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

(a) Notwithstanding anything to the contrary set forth in the Financing Orders, none of the DIP Facility, the DIP Collateral, the Prepetition Collateral or the proceeds thereof, including Cash Collateral, or the Carve Out may be used: (i) to investigate (except as expressly provided herein), initiate, prosecute, join, or finance the initiation or prosecution of any claim, counterclaim,

action, suit, arbitration, proceeding, application, motion, objection, defense, or other litigation of any type (A) against any of the DIP Secured Parties or the Prepetition Secured Parties (each in their capacities as such), or their respective Related Parties, or seeking relief that would impair the rights and remedies of the DIP Secured Parties or the Prepetition Secured Parties (each in their capacities as such) under the DIP Documents, the Financing Orders, or the Prepetition Credit Documents to the extent permitted or provided hereunder, including for the payment of any services rendered by the professionals retained by the Debtors or any Creditors' Committee in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of any of the DIP Secured Parties or the Prepetition Secured Parties to recover on the DIP Collateral or the Prepetition Collateral, as provided for herein, or seeking affirmative relief against any of the DIP Secured Parties or the Prepetition Secured Parties related to the DIP Obligations or the Prepetition Obligations, (B) seeking to invalidate, set aside, avoid, or subordinate, in whole or in part, the DIP Obligations, the DIP Superpriority Claims, or the DIP Secured Parties' liens or security interests in the DIP Collateral, the Prepetition Obligations or the Prepetition Liens, or (C) for monetary, injunctive, or other affirmative relief against the DIP Secured Parties or the Prepetition Secured Parties (each in their capacities as such), or their respective liens on or security interests in the DIP Collateral or the Prepetition Collateral, or the DIP Superpriority Claims, that would impair the ability of any of the DIP Secured Parties or the Prepetition Secured Parties to assert or enforce any lien, claim, right, or security interest or to realize or recover on the DIP Obligations or the Prepetition Obligations to the extent permitted or provided hereunder; (ii) for objecting to or challenging in any way the

legality, validity, priority, perfection, or enforceability of the claims, liens, or interests (including the Prepetition Liens) held by or on behalf of each of the Prepetition Secured Parties related to the Prepetition Obligations, or by or on behalf of the DIP Secured Parties related to the DIP Obligations; (iii) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including any Avoidance Actions related to the DIP Obligations, the DIP Superpriority Claims, the DIP Liens, the Prepetition Obligations, or the Prepetition Liens; (iv) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of (A) any of the DIP Liens, the DIP Superpriority Claims, or any other rights or interests of the DIP Secured Parties related to the DIP Obligations or the DIP Liens, or (B) any of the Prepetition Liens or any other rights or interests of any of the Prepetition Secured Parties related to the Prepetition Obligations or the Prepetition Liens; and (v) assert any claims, defenses, or any other causes of action any non-Debtor affiliates with respect to prepetition relationships with the Debtors; provided that no more than \$100,000 of the proceeds of the DIP Facility, the DIP Collateral, or the Prepetition Collateral, including the Cash Collateral, in the aggregate, may be used by any Creditors' Committee solely to investigate the foregoing matters with respect to the Prepetition Obligations and the Prepetition Liens within the Challenge Period (as defined herein) (the "Challenge Budget").

28. *Effect of Stipulations on Third Parties.*

(a) The Debtors' stipulations and admissions set forth in the Financing Orders are binding on the Debtors, their respective representatives, successors and assigns as of the Petition Date.

(b) The Debtors' stipulations and admissions set forth in the Financing Orders shall also be binding upon all creditors and other parties in interest, including any Creditors' Committee

or any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors (a “Trustee”), unless (i) such party with requisite standing, has duly filed an adversary proceeding challenging the validity, perfection, priority, extent, or enforceability of the Prepetition Liens, or the Prepetition Obligations, or otherwise asserting or prosecuting any Avoidance Actions or any other claims, counterclaims or causes of action, objections, contests, or defenses (collectively, the “Claims and Defenses”) against the Prepetition Secured Parties in connection with any matter related to the Prepetition Collateral, the Prepetition Liens or the Prepetition Obligations by the date that is (A) seventy five (75) days after the entry of the Interim Order, or (B) as to any Creditors’ Committee, ninety (90) days from the appointment of such committee (such time period, the “Challenge Period”) and (ii) an order is entered by a court of competent jurisdiction and becomes final and non-appealable in favor of the plaintiff sustaining any such challenge or claim in any such duly filed adversary proceeding; provided that any pleadings filed in connection with any such adversary proceeding shall set forth with specificity the basis for such challenge or claim, and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever waived, released and barred, including any amended or additional claims that may or could have been asserted thereafter through an amended complaint under Fed. R. Civ. P. 15 or otherwise; provided further that any party in interest that fails to file an adversary proceeding within the Challenge Period shall be forever barred from asserting any claims against the Prepetition Secured Parties on behalf of any of the Debtors’ estates, or challenging in any manner the Debtors’ stipulations, admissions, agreements, and releases contained in the Financing Orders.

(c) If no such adversary proceeding is timely filed before the expiration of the Challenge Period, without further order of this Court, (i) the Prepetition Obligations shall constitute allowed claims, not subject to any Claims and Defenses (whether characterized as a

counterclaim, setoff, subordination, recharacterization, defense, avoidance, contest, attack, objection, recoupment, reclassification, reduction, disallowance, recovery, disgorgement, attachment, claim, 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 these chapter 11 cases and any subsequent chapter 7 cases, (ii) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected and of the priority specified in paragraph 5(b), not subject to setoff, subordination, defense, avoidance, impairment, disallowance, recharacterization, reduction, recoupment, or recovery, and (iii) the Prepetition Obligations, the Prepetition Liens on the Prepetition Collateral and the Prepetition Secured Parties (in their capacities as such) shall not be subject to any other or further challenge and any party in interest shall be forever enjoined and barred from seeking to exercise the rights of the Debtors' estates or taking any such action, including any successor thereto (including any estate representative or a Trustee, whether such Trustee is appointed or elected before or after the expiration of the Challenge Period).

(d) If any such adversary proceeding is timely filed before the expiration of the Challenge Period, (i) the stipulations and admissions contained in the Financing Orders shall nonetheless remain binding and preclusive on any Creditors' Committee and any other party in these chapter 11 cases, including any Trustee, except as to any stipulations or admissions that are specifically and expressly challenged in such adversary proceeding and (ii) any Claims and Defenses not brought in such adversary proceeding shall be forever barred; provided that, if any challenges to a particular stipulation or admission are withdrawn, denied or overruled by a final non-appealable order, such stipulation also shall be binding on the Debtors' estates and all parties in interest.

(e) Nothing in the Financing Orders vests or confers on any person standing or authority to pursue any cause of action belonging to the Debtors or their estates, including any challenge with respect to the Prepetition Credit Documents or the Prepetition Obligations. The filing of a motion seeking standing to file a Challenge before the termination of the Challenge Period, which attaches a proposed Challenge, shall extend the Challenge Period with respect to that party until two business days after the Court rules on the standing motion, or such other time period ordered by the Court in approving the standing motion. Notwithstanding any other provision herein, the Creditors' Committee shall have standing to pursue any challenge with respect to the Prepetition Credit Documents or the Prepetition Obligations.

(f) Notwithstanding any other provision in any Financing Order, any successful challenge to the Prepetition Obligations, the Prepetition Liens, or the Prepetition Collateral pursuant to the provisions of this paragraph 28 shall apply to any corresponding DIP Obligations, DIP Liens, or DIP Collateral for the Roll-Up DIP Loans. For the avoidance of doubt, the roll up does not cure any prepetition lien deficiencies, and all such deficiencies are subject to challenge as set forth herein.

29. Release.

(a) Effective as of the Petition Date, but subject to the Challenge Period, each of the Debtors (in their own right and on behalf of their estates and their current and former direct and indirect subsidiaries, the predecessors, successors, and assigns of each such entity, and the Related Parties of each such entity, in each case to the extent permitted by applicable law and solely in such parties capacity as such) shall to the maximum extent permitted by applicable law, unconditionally, irrevocably and fully forever release, remise, acquit, relinquish, irrevocably waive and discharge each of the DIP Secured Parties and the Prepetition Secured Parties (in each case

solely in their capacity as such), and each of their respective former, current or future officers, employees, directors, agents, representatives, owners, members, partners, affiliated investment funds or investment vehicles, managed, advised or sub-advised accounts, funds or other entities, investment advisors, sub-advisors or managers, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors in interest, each in their capacity as such (collectively, the “Related Parties”), of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys’ fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened including all legal and equitable theories of recovery, arising under common law, statute or regulation or by contract, of every nature and description that exist on the date hereof with respect to or relating to the DIP Obligations, the DIP Superpriority Claims, the DIP Liens, the DIP Documents, the Prepetition Obligations, the Prepetition Liens, or the Prepetition Credit Documents, as applicable, including (i) any so-called “lender liability” or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under the Bankruptcy Code, and (iii) any and all claims and causes of action regarding the validity, priority, extent, enforceability, perfection or avoidability of the liens or claims of the DIP Secured Parties and the Prepetition Secured Parties.

(b) Effective as of the Petition Date, and not subject to the Challenge Period, the Debtors waive and release any defense, right of counterclaim, right of setoff or deduction to the payment of the DIP Obligations that the Debtors now have or may claim to have against the

Released Parties, arising out of, connected with or relating to any and all acts, omissions or events occurring prior to the Court entering the Final Order.

30. Credit Bidding. The DIP Agent, or any assignee or designee of the DIP Agent, acting on behalf of the DIP Secured Parties, shall have the exclusive and unqualified right to credit bid up to the full amount of any DIP Obligations pertaining to the New-Money DIP Loans in the sale of any of the DIP Collateral, including pursuant to (i) section 363 of the Bankruptcy Code, (ii) a plan of reorganization or a plan of liquidation under section 1129 of the Bankruptcy Code, or (iii) a sale or disposition by a chapter 7 trustee for any Debtor under section 725 of the Bankruptcy Code. The DIP Agent, on behalf of the DIP Lenders, shall have the absolute right to assign, sell, or otherwise dispose of its right to credit bid (or the assets to be acquired pursuant to such credit bid) in connection with any credit bid by or on behalf of the DIP Secured Parties to any acquisition entity or joint venture formed in connection with such bid. Nothing herein shall prejudice the rights of any party in interest (other than the Debtors) from seeking to exercise any rights pursuant to section 363(k) of the Bankruptcy Code and the DIP Secured Parties' rights to oppose such relief.

31. Final Order Governs. In the event of any inconsistency between the provisions of this Final Order and the DIP Documents or the Prepetition Credit Agreements, the provisions of this Final Order shall govern. The definition of "Maturity Date" in Article 1 of the DIP Credit Agreement shall hereby be redefined as the earlier of (i) October 31, 2026, and (ii) the date on which the Revolving Commitments are otherwise reduced to \$0 pursuant to the terms of this Agreement (whether voluntarily, mandatorily or by enforcement of remedies).

32. Binding Effect; Successors and Assigns. The DIP Documents and the provisions of the Financing Orders, including all findings herein, shall be binding upon all parties in interest

in these chapter 11 cases, including the DIP Secured Parties, the Prepetition Secured Parties, any Creditors' Committee appointed in these chapter 11 cases, and the Debtors and their respective successors and assigns (including any Trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the Debtors, the DIP Secured Parties and the Prepetition Secured Parties, provided that, except to the extent expressly set forth in the Financing Orders, the Prepetition Secured Parties shall have no obligation to permit the use of Cash Collateral or to extend any financing to any Trustee or similar responsible person appointed for the estates of the Debtors.

33. Limitation of Liability. In determining to make any loan under the DIP Documents, permitting the use of Cash Collateral, or exercising any rights or remedies as and when permitted pursuant to the Financing Orders, the DIP Documents, or the Prepetition Credit Documents, the DIP Secured Parties and the Prepetition Secured Parties shall not be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors or their respective business (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.* as amended, or any similar federal or state statute), nor shall they owe any fiduciary duty to any of the Debtors, their creditors or estates, or constitute or be deemed to constitute a joint venture or partnership with any of the Debtors. Furthermore, nothing in the Financing Orders, the DIP Documents or the Prepetition Credit Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties or the Prepetition Secured Parties of any liability for any claims arising

from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in the Bankruptcy Code).

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

35. Retention of Jurisdiction. This Court shall retain jurisdiction to enforce the provisions of this Final Order, and this retention of jurisdiction shall survive (a) the entry of an order converting any of these chapter 11 cases to a case under chapter 7, dismissing any of these chapter 11 cases, terminating the joint administration of these chapter 11 cases or by any other act or omission, (b) the entry of an order approving the sale of any Prepetition Collateral or DIP Collateral pursuant to section 363(b) of the Bankruptcy Code or (c) the entry of an order confirming a plan of reorganization or liquidation in any of these chapter 11 cases.

36. DIP Fees. Notwithstanding anything to the contrary in the DIP Credit Agreement, (a) the remaining \$1,200,000 of the DIP Upfront Fee shall be earned upon entry of this Final Order and (b) the Prepetition Lender Amendment Fee and Prepetition Agent Amendment Fee were earned prepetition under the Prepetition Credit Documents and shall be payable upon termination of the DIP Commitments; *provided* that such fees shall be subject to the challenge provisions and Challenge Period set forth in paragraph 28 herein.

37. Language with Respect to the Capital Providers, Miceli, and PNC.

(a) Blakemore Investments LLC and Milwaukee Investments LP (the “Capital Providers”) have filed a limited objection [Docket No. 157] in which they have asserted an interest in, and/or a rights to payment of, certain cash or non-cash proceeds of certain antitrust claims (such claims, the “Antitrust Claims” and, the proceeds thereof, the “Antitrust Claim Proceeds”) pursuant to that certain Capital Provision Agreement dated December 21, 2022 by and among Hamilton Meat, L.L.C., Harvest Meat Company, Inc., Harvest Sherwood Food Distributors, Inc., Sherwood Food Distributors, L.L.C., Western Boxed Meat Distributors, Inc. and the Capital Providers (the “Capital Provision Agreement”). Notwithstanding anything to the contrary herein, nothing in this Final Order purports to impair the ability of the Capital Providers to, during the Challenge Period, assert any claims and defenses in respect of the Antitrust Claim Proceeds. The Debtors and the DIP Secured Parties reserve all rights and arguments with respect to any such challenges. Any Antitrust Claim Proceeds shall be treated in accordance with a subsequent Court order.

(b) As detailed by Miceli Dairy Products Co. (“Miceli”) in its objection [Docket No. 155] (the “Miceli Objection”), Miceli contends that the Debtors did not acquire, and never did acquire, a property interest in the Miceli Products (as defined in the Miceli Objection) or proceeds thereof, based upon the legal rights (including lien rights) provided to Miceli by Ohio state law. For the avoidance of doubt, nothing in the DIP Orders shall subordinate or otherwise impair any valid, perfected, enforceable, and non-avoidable lien held by Miceli in property of the Debtors; provided, however, that all parties’ rights to object to the priority, validity, amount, and extent of such lien are fully preserved. Further, Miceli reserves all rights, and is not waiving any rights by resolving the Miceli Objection as provided herein, to assert and, if necessary, prosecute

its claims against the Debtors and/or other third parties, including the ABL Lenders, that the Debtors did not acquire a property interest in the Miceli Products and proceeds thereof. Notwithstanding anything to the contrary in the DIP Orders, the DIP Orders do not and shall not be interpreted to impair, negatively affect, or otherwise prevent Miceli from asserting, and if necessary, prosecuting, its claims against other third parties, including the ABL Lenders.

(c) Notwithstanding anything to the contrary herein, nothing in the DIP Orders purports to impair the ability of PNC Equipment Finance, LLC (“PNC”) to seek relief from the automatic stay with respect to the Equipment (as defined in the PNC Objection).⁴ For the avoidance of doubt, nothing in the DIP Orders shall subordinate or otherwise impair any valid, perfected, enforceable, and non-avoidable lien held by PNC in the Equipment; *provided, however*, that all parties’ rights to object to the priority, validity, amount, and extent of such lien are fully preserved.

End of Order

⁴ “PNC Objection” means the *Limited Objection of PNC Equipment Finance, LLC to Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, (C) Grant Senior Secured Liens and Provide Claims with Superpriority Administrative Expense Status, and (D) Grant Adequate Protection to the Prepetition Secured Parties; (II) Modifying the Automatic Stay; (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* [Docket No. 319].

Order submitted by:

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*Proposed Attorneys to the Debtors
and Debtors in Possession*

Exhibit 1

Long-Term DIP Budget

6/25/2025 Re-forecast

Post

1. All Other Receipts consists of reimbursements for Anti-Trust Litigation expense and deferred compensation plan overfunding. These estimates will be refined at a later date with the necessary stakeholders (i.e. CDW)

Exhibit 2

Current Short-Term DIP Budget

Harvest Sherwood**DRAFT - 13 Week Summary 6.25 Re-Forecast****\$ in 000s****6/25/2025 Re-forecast**

	Weeks: Week Ending:	Actuals		Actuals -1 6/20	6/25/2025 Re-forecast													13 Week Total	
		-3 6/6	-2 6/13																
		6/27	7/4		7/11	7/18	7/25	8/1	8/8	8/15	8/22	8/29	9/5	9/12	9/19				
Receipts																			
1	Collections - Static AR	235	261	101	159	-	-	-	-	2,400	-	-	-	-	-	-	-	2,559	
2	Collections - Sprouts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3	Collections - ACME	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4	Collections - Solid Inventory	457	239	353	744	700	-	-	-	2,900	-	-	-	-	-	-	-	4,344	
5	JBS Settlement	-	-	-	-	-	-	-	10,751	-	-	-	-	-	-	-	-	10,751	
6	Litigation - Beef	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7	Litigation - Pork	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8	Litigation - Poultry	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
9	TSA Reimbursements - Timing TBD	-	-	100	477	-	-	-	-	-	-	-	-	-	-	-	-	477	
10	Insurance Claim for W. Box Ceiling	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
11	All Other Receipts	-	-	-	-	-	-	-	260	-	-	-	-	-	-	-	-	260	
12	Total Receipts	\$692	\$500	\$553	\$903	\$700	\$477	\$10,751	\$260	\$5,300	-	-	-	-	-	-	-	\$18,390	
13	Operating - Personnel	(65)	-	(42)	-	(60)	-	(39)	-	(39)	-	(36)	-	(36)	-	(24)	-	(232)	
14	Operating - Other	-	(2)	-	(236)	(241)	(1)	(1)	(150)	(10)	(1)	(1)	(1)	(130)	-	-	-	(774)	
15	Total Operating	(\$65)	(\$2)	(\$42)	(\$236)	(\$300)	(\$1)	(\$40)	(\$150)	(\$49)	(\$1)	(\$37)	(\$1)	(\$166)	-	(\$24)	-	(\$1,007)	
16	Debtor - FA (MERU)	(131)	(131)	(88)	(88)	(75)	(75)	(75)	(75)	(75)	(75)	(75)	(75)	(75)	(75)	(75)	(75)	(988)	
17	Debtor - CRO (Hilco)	-	-	-	-	(10)	-	-	-	-	(40)	-	-	(40)	-	-	-	(90)	
18	Debtor - Counsel (Sidley Austin)	(750)	(200)	(125)	(125)	(116)	(116)	(116)	(116)	(112)	(73)	(73)	(73)	(73)	(79)	(79)	(79)	(1,230)	
19	Debtor - Claims Agent (Epig)	(326)	(81)	(81)	(81)	(65)	(65)	(65)	(65)	(65)	(25)	(25)	(25)	(25)	(15)	(15)	(15)	(551)	
20	Debtor - Ind. Director (Frizzley)	(40)	-	-	-	(40)	-	-	-	-	(40)	-	-	(40)	-	-	-	(120)	
21	DIP Lender - FA (Huron)	-	-	-	(125)	-	-	-	-	-	(250)	-	-	(250)	-	-	-	(620)	
22	DIP Lender - Counsel (Latham)	-	-	-	(397)	-	-	-	-	-	(219)	-	-	(150)	-	-	-	(767)	
23	UCC - Legal and FA	(25)	(25)	(25)	(1,050)	(80)	(80)	(80)	(80)	(80)	(75)	(75)	(75)	(75)	(63)	(63)	(63)	(1,938)	
24	Sprouts Litigation	(41)	(41)	(41)	(41)	(33)	(33)	(33)	(33)	(33)	(41)	(41)	(41)	(41)	(30)	(30)	(30)	(461)	
25	Sale Transaction Fees (Houlihan)	-	-	-	-	-	-	-	-	(100)	-	-	-	-	-	-	-	(100)	
26	Liquidation Commissions	(215)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(1,172)	
27	Cash Interest (9%)	-	-	-	-	(1,172)	-	-	-	-	-	-	-	-	-	-	-	(1,172)	
28	Bk related fees	(80)	(42)	-	(264)	(240)	(269)	-	-	-	(25)	-	(193)	-	(74)	-	-	(1,065)	
29	UST Fees	-	-	-	-	(53)	-	-	-	-	-	-	-	-	-	-	-	(53)	
30	Total Other Disbursements	(\$1,609)	(\$521)	(\$360)	(\$2,171)	(\$1,884)	(\$638)	(\$369)	(\$369)	(\$465)	(\$863)	(\$289)	(\$482)	(\$289)	(\$816)	(\$261)	(\$261)	(\$9,159)	
Total Disbursements																			
		(\$1,675)	(\$522)	(\$402)	(\$2,407)	(\$2,184)	(\$640)	(\$409)	(\$519)	(\$514)	(\$865)	(\$326)	(\$484)	(\$455)	(\$816)	(\$286)	(\$261)	(\$10,166)	
Summary Cash Flow																			
31	Receipts	692	500	553	903	700	477	10,751	260	5,300	-	-	-	-	-	-	-	18,390	
32	Operating	(65)	(2)	(42)	(236)	(300)	(1)	(40)	(150)	(49)	(1)	(37)	(1)	(166)	-	(24)	-	(1,007)	
33	Other Disbursements	(1,609)	(521)	(360)	(2,171)	(1,884)	(638)	(369)	(369)	(465)	(863)	(289)	(482)	(289)	(816)	(261)	(261)	(9,159)	
34	Cash Flow	(\$982)	(\$22)	\$151	(\$1,504)	(\$1,484)	(\$163)	\$10,341	(\$259)	\$4,786	(\$865)	(\$326)	(\$484)	(\$455)	(\$816)	(\$286)	(\$261)	\$8,224	
35	Beginning Loan	76,698	77,681	77,703	77,552	79,056	80,541	80,704	70,362	70,622	65,836	66,700	67,027	67,510	67,965	68,780	69,066	77,552	
36	Cash (Source) / Need	982	22	(151)	1,504	1,484	163	(10,341)	259	(4,786)	865	326	484	455	816	286	261	(8,224)	
37	Amendment Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
38	\$11.5 million DIP Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
39	PIK Interest (6.0%)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
40	Net Secured Exposure	\$77,681	\$77,703	\$77,552	\$79,056	\$80,541	\$80,704	\$70,362	\$70,622	\$65,836	\$66,700	\$67,027	\$67,510	\$67,965	\$68,780	\$69,066	\$69,327	\$69,327	

Exhibit 3

COMMERCIAL TORT CLAIMS

Name of Grantor	Description of Claim	Parties	Case Number; Name of Court where Case was Filed
Harvest Sherwood Food Distributors, Inc.	Grantor alleges that defendants (a publicly-traded supermarket chain and its operating subsidiary that are customers of plaintiff) breached their contract with plaintiff and committed fraud, unjust enrichment, and other tortious conduct by inducing plaintiff to ship certain products and withholding greater than \$41.8 million of payments to plaintiff for certain products the plaintiff shipped or agreed to ship to the defendants.	Plaintiff: Harvest Sherwood Food Distributors, Inc. Defendants: Sprouts Farmers Market, Inc. and SFM, LLC d/b/a Sprouts Farmers Market	<i>Harvest Sherwood Food Distributors, Inc. v. Sprouts Farmers Market, Inc. and SFM, LLC d/b/a Sprouts Farmers Market</i> , N25C-02-494-SKR (CCLD) (Del. Super. Ct. 2025)
Sherwood Food Distributors, L.L.C.	Grantor alleges that one defendant (former employee of plaintiff) and another defendant (son of the former employee) formed the third defendant (a food distribution company) that was used to defraud, and usurp business opportunities from, plaintiff. Plaintiff alleges breach of fiduciary duty, fraud, tortious interference, conversion, conspiracy to commit tortious interference and conversion, unjust enrichment, and breach of contract.	Plaintiff: Sherwood Food Distributors, L.L.C. Defendants: Walter Goodman, Zachary Goodman, and Superba Group, LLC	<i>Sherwood Food Distributors, L.L.C. v. Walter Goodman, Zachary Goodman, and Superba Group, LLC</i> , 24-210757-CB (Mich. 2024)
Sherwood Food Distributors, L.L.C. Harvest Meat Company, Inc. Western Boxed Meat Distributors, Inc.	Class action lawsuit where commercial and institutional indirect purchaser plaintiffs allege that defendants and co-conspirators conspired to limit the supply of and price-fix the beef sold to Plaintiffs in the United States from at least January 1, 2015, in order to increase the prices of beef products in the United States, in violation of Sherman Act Section 1 (15 U.S.C. § 1), as well as various state antitrust laws, consumer protection and unfair trade practices laws, and unjust enrichment laws.	Plaintiffs: Sherwood Food Distributors, L.L.C., Harvest Meat Company, Inc., Western Boxed Meat Distributors, Inc., Hamilton Meat, LLC Defendants: Cargill Inc, Cargill Meat Solutions Corporation (aka Cargill Proteins), JBS S.A., JBS USA Food Company, JBS Packerland, Inc., National Beef Packing Company,	<i>Sherwood Food Distributors, L.L.C. et al v. Cargill, Inc. et al</i> , 0:23-cv-00703 (District of Minnesota) (consolidated into <i>In Re: Cattle and Beef Antitrust Litigation</i> (0:22-md-03031, D. Minn))

Hamilton Meat, LLC		Tyson Foods Inc., Tyson Fresh Meats, Inc.	
Sherwood Food Distributors, L.L.C. Harvest Meat Company, Inc. Western Boxed Meat Distributors, Inc. Hamilton Meat, LLC	Class action lawsuit where indirect purchaser plaintiffs allege that defendants and their co-conspirators conspired to fix, raise, maintain, and stabilize the price of pork products from at least January 1, 2009, with the intent and expected result of increasing prices of pork products in the United States, in violation of Sherman Act Section 1 (15 U.S.C. § 1) as well as state consumer and antitrust laws.	Plaintiffs: Direct Purchaser Plaintiffs, Commercial and Institutional Indirect Purchaser Plaintiffs, Direct Action Plaintiffs, Interim Co-Lead Class Counsel for Direct Purchaser Plaintiffs, Plaintiffs' Co-Lead Counsel, United Food Service, Inc., Shamrock Foods Company Defendant: Agri Stats, Inc., Clemens Food Group, LLC, Hormel Foods Corporation, Seaboard Foods, LLC, Triumph Foods, LLC, Tyson Foods, Inc., Tyson Fresh Meats, Inc., Tyson Prepared Foods, Inc., Clemens Family Corporation, Smithfield Foods, Inc.	<i>In re Pork Antitrust Litigation</i> , 0:18-cv-01776 (District of Minnesota)
Sherwood Food Distributors, L.L.C. Harvest Meat Company, Inc. Western Boxed Meat Distributors, Inc. Hamilton Meat, LLC	Civil lawsuit where plaintiffs, who are large, affiliated distributors in the meat and food industry, allege that defendants, leading suppliers in the pork industry, entered into a conspiracy in 2008/2009 to fix, raise maintain, and stabilize the price of pork by agreeing to restrict output and limit production with the express intended purpose and expected result of increasing and stabilizing pork prices in the United States. Plaintiffs allege violation of Section 1 of the Sherman Act (15 U.S.C. §1) as well as state consumer and antitrust laws.	Plaintiffs: Sherwood Food Distributors, L.L.C., Harvest Meat Company, Inc., Western Boxed Meat Distributors, Inc., Hamilton Meat, LLC Defendants: Agri Stats, Inc., Clemens Food Group, LLC, The Clemens Family Corporation, Hormel Foods Corporation, Hormel Foods LLC, JBS USA Food Company, Seaboard Foods LLC, Smithfield Foods, Inc., Triumph Foods, LLC, Tyson Foods Inc., Tyson Prepared Foods, Inc., Tyson Fresh Meats, Inc.	<i>Sherwood Food Distributors, L.L.C. et al v. Agri Stats, Inc. et al</i> , 0:21-cv-02617 (District of Minnesota) Lead Case: <i>In Re: Pork Antitrust Litigation</i> , 0:21-md-02998, (District of Minnesota)

Sherwood Food Distributors, L.L.C. Harvest Meat Company, Inc. Western Boxed Meat Distributors, Inc. Hamilton Meat, LLC	See <i>In re Broiler Chicken Antitrust Litigation</i>, 1:16-cv-08637 (Northern District of Illinois)	Plaintiffs: Sherwood Food Distributors, LLC, Harvest Meat Company, Inc., Western Boxed Meat Distributors, Inc., Hamilton Meat, LLC Defendants: Tyson Foods, Inc., Tyson Chicken, Inc., Tyson Breeders, Inc., Tyson Poultry, Inc., Pilgrim's Pride Corporation, Koch Foods, Inc., JCG Foods of Alabama, LLC, JCG Foods of Georgia, LLC, Koch Meat Co, Inc., Sanderson Farms, Inc., Sanderson Farms, Inc. (Food Division), Sanderson Farms, Inc. (Production Division), Sanderson Farms, Inc. (Processing Division), House of Raeford Farms, Inc., Mar-Jac Poultry, Inc., Perdue Farms, Inc., Perdue Foods, LLC, Wayne Farms, LLC, Fieldale Farms Corporation, George's, Inc., George's Farms, Inc., Simmons Foods, Inc., SIMMONS PREPARED FOODS, INC., O.K. Foods, Inc., O.K. Farms, Inc., O.K. Industries, Inc., Peco Foods, Inc., Harrison Poultry, Inc., Foster Farms, LLC, FOSTER POULTRY FARMS, Norman W. Fries, Inc., d/b/a Claxton Poultry Farms, Inc., Mountaire Farms, Inc., Mountaire Farms, LLC, Mountaire Farms of Delaware, Inc., Agri Stats, Inc.	<i>Sherwood Food Distributors, LLC et al v. Tyson Foods, Inc. et al</i>, 1:19-cv-00354 (Northern District of Illinois) (open for internal administrative purposes for cases related <i>In re Broiler Chicken Antitrust Litigation</i>, 1:16-cv-08637 (Northern District of Illinois))
Sherwood Food	Class action lawsuit where plaintiffs allege that defendants and their coconspirators conspired to fix, raise,	Plaintiffs: Maplevale Farms, individually and on behalf of	<i>In re Broiler Chicken Antitrust Litigation</i>, 1:16-cv-08637 (Northern District of Illinois)

Distributors, L.L.C.	maintain, and stabilize the price of broiler chickens, beginning at least as early as January 1, 2008. Plaintiffs	all others similarly situated, et al.	
Harvest Meat Company, Inc.	allege that defendants conspired using coordinated supply restrictions, sharing competitively sensitive price and production information, and otherwise	Defendants: Koch Foods, Inc., et al	
Western Boxed Meat Distributors, Inc.	manipulating the prices of broiler chickens, with the intent and expected result of increasing prices of Broilers in the United States, in violation of Section 1 of the Sherman Act (15 U.S.C. § 1).		
Hamilton Meat, LLC			