

ENTERED

May 29, 2025

Nathan Ochsner, Clerk

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

In re:)	
)	Chapter 11
)	
ASCEND PERFORMANCE MATERIALS)	Case No. 25-90127 (CML)
HOLDINGS INC., <i>et al.</i> , ¹)	
)	
Debtors.)	(Jointly Administered)
)	Re: Docket Nos. 36, 96

**FINAL ORDER (I) AUTHORIZING
THE DEBTORS TO OBTAIN POSTPETITION
FINANCING, (II) GRANTING LIENS AND PROVIDING
CLAIMS WITH SUPERPRIORITY ADMINISTRATIVE EXPENSE
STATUS, (III) AUTHORIZING THE USE OF CASH COLLATERAL,
(IV) MODIFYING THE AUTOMATIC STAY, AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of Ascend Performance Materials Holdings Inc. (“Holdings”) and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “Chapter 11 Cases”), as debtors and debtors in possession (collectively, the “Debtors”) seeking entry of this final order (this “Final Order,” and together with the Interim Order (as defined below), the “DIP Orders”) pursuant to sections 105, 361, 362, 363, 364(c), 364(d), 364(e), 503, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), Rules 2002, 4001, 4002, and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2002-1, 4001-1(b), 4002-1, and 9013-1 of the Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Local Rules”), and the *Procedures for Complex Cases in the Southern District of Texas* (the “Complex Case Procedures”), seeking relief, among other things:

- a. authorizing the Debtors to incur senior secured postpetition obligations on a superpriority basis in respect of a senior secured superpriority asset-based revolving credit facility (the “DIP ABL Facility” and such funding commitments thereunder, the “DIP ABL Commitments”) in the

¹ A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/Ascend>. The location of Debtor Ascend Performance Materials Holdings Inc.’s principal place of business is 1010 Travis St., Suite 900, Houston, Texas 77002.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion, the DIP ABL Credit Agreement, or the DIP Term Loan Credit Agreement (each as defined below), as applicable, or as defined elsewhere in this Final Order.

aggregate principal amount of up to \$500 million (all amounts extended under the DIP ABL Facility, the “DIP ABL Loans”), subject to the Borrowing Base, the U.S. Borrowing Base, and the U.K. Borrowing Base (each as defined in the DIP ABL Credit Agreement) under the DIP ABL Facility, which provides for (i) upon the entry of the Interim Order, the deemed cashless dollar-for-dollar conversion and exchange of all (a) Commitments (as defined in the Prepetition ABL Credit Agreement (as defined below)) into DIP ABL Commitments, (b) all Bank Product Obligations (as defined in the Prepetition ABL Credit Agreement) into DIP ABL Obligations (as defined below), (c) all Letters of Credit (as defined in the Prepetition ABL Credit Agreement), including, without limitation, the Existing Letters of Credit and Letter of Credit Usage (each as defined in the Prepetition ABL Credit Agreement) into DIP ABL Obligations, and (d) all unpaid and accrued interest, fees, interest on interest, expenses (including, without limitation, attorneys’ and advisors’ fees and costs), whether contingent, unmatured, or otherwise due under the Prepetition ABL Facility into DIP ABL Obligations; (ii) on and after the entry of the Interim Order, pursuant to a “creeping roll-up” whereby all cash, collections, and proceeds securing the DIP ABL Facility shall be used to pay down and deemed to reduce, on a dollar-for-dollar basis, the Prepetition ABL Obligations; and (iii) upon the entry of this Final Order, any and all remaining Prepetition ABL Obligations shall be deemed fully rolled up and converted into and shall constitute DIP ABL Obligations, in accordance with the terms and conditions of the DIP Orders and that certain *Ratification and Amendment Agreement* attached to the Interim Order as **Exhibit A** (as the same may be modified prior to execution and as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the “DIP ABL Credit Agreement”), by and among Ascend Performance Materials European Limited (“U.K. Borrower”) and each of the Debtors and the Debtors’ non-debtor affiliates party thereto, as borrowers (collectively, the “DIP ABL Borrowers”), Ascend Performance Materials Netherlands Holding B.V. (the “Dutch Pledgor”) each of the Debtors party thereto and Ascend Performance Materials Belgium Holdco SRL, as guarantors (each, a “DIP ABL Guarantor,” and collectively, the “DIP ABL Guarantors,” and together with the DIP ABL Borrowers and the Dutch Pledgor, the “DIP ABL Loan Parties”), Wells Fargo Capital Finance, LLC, as administrative agent and collateral agent, and Wells Fargo Bank, National Association, London Branch, as U.K. Security Agent (in such capacities, the “DIP ABL Agent”), and the lenders party thereto (the “DIP ABL Lenders,” and together with the DIP ABL Agent, the “DIP ABL Secured Parties”);

- b. authorizing the Debtors to incur senior secured postpetition obligations on a superpriority basis in respect of a senior secured superpriority term loan facility (the “DIP Term Loan Facility,” and together with the DIP ABL Facility, the “DIP Facilities”; such funding commitment thereunder, the “DIP Term Loan Commitments,” and together with the DIP ABL Commitments, the “DIP Commitments”), in the aggregate principal amount of up to \$400 million (all amounts extended under the DIP Term Loan Facility, the “DIP Term Loans,” and together with the DIP ABL Loans, the “DIP Loans”), participation in which will be offered, on a *pro rata* basis, to all Prepetition Super Priority Term Loan Lenders, consisting of: (A) \$250 million of new money term loans, of which (1) \$150 million shall be made available for borrowing upon the entry of the Interim Order (the “Interim Draw”) and shall be funded into the DIP Account (as defined below) with release of such escrowed loans subject to the terms and conditions of the DIP Term Loan Credit Agreement (as defined below) and (2) \$100 million shall be made available for borrowing and funded into the DIP Account upon the entry of this Final Order (the “Final Draw”), in each case, with release of such escrowed loans subject to the terms and conditions of the DIP Term Loan Credit Agreement; and in each case, the portion of the DIP Term Loan Facility funded into the DIP Account at any given time (the “Escrowed Amount”); *provided*, that the Escrowed Amount shall accrue interest and fees, commencing with the funding into escrow thereof, and (B) \$149,542,180.98 of Super Priority Term Loan Roll-Up (as defined below), pursuant to the terms and conditions of that certain *Superpriority Senior Secured Debtor-in-Possession Credit Agreement* attached to the Interim Order

as **Exhibit B** (as the same may be modified prior to execution and as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the “DIP Term Loan Credit Agreement,” and together with the DIP ABL Credit Agreement, the “DIP Credit Agreements”), by and among Ascend Performance Materials Operations LLC, as borrower (in such capacity, the “DIP Term Loan Borrower,” and together with the DIP ABL Borrowers, the “DIP Borrowers”), each of the Debtors and certain non-Debtors party thereto as guarantors (each, a “DIP Term Loan Guarantor,” and collectively, the “DIP Term Loan Guarantors,” and together with the DIP ABL Guarantors, the “DIP Guarantors”; the DIP Term Loan Guarantors and the DIP Term Loan Borrower, collectively, the “DIP Term Loan Obligors”; and the DIP Term Loan Obligors and the DIP ABL Obligors, collectively, the “DIP Loan Parties”), Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent (in such capacities, the “DIP Term Loan Agent,” and together with the DIP ABL Agent, the “DIP Agents”), and the lenders party thereto (the “DIP Term Loan Lenders,” and together with the DIP ABL Lenders, the “DIP Lenders”; the DIP Term Loan Lenders and the DIP Term Loan Agent, collectively, the “DIP Term Loan Secured Parties,” and together with the DIP ABL Secured Parties, the “DIP Secured Parties”);³

- c. authorizing the Debtors to execute, deliver, and perform under (i) the DIP ABL Credit Agreement and any other agreements, instruments, pledge agreements, intercreditor agreements, guarantees, fee letters, control agreements, and other ancillary documents related thereto (including any security agreements, intellectual property security agreements, or notes) (as amended, restated, amended and restated, supplemented, waived, and/or modified from time to time, collectively, the “DIP ABL Documents”) and (ii) the DIP Term Loan Credit Agreement and any other agreements, instruments, pledge agreements, intercreditor agreements, guarantees, fee letters, control agreements, and other ancillary documents related thereto (including any security agreements, intellectual property security agreements, or notes) (as amended, restated, amended and restated, supplemented, waived, and/or modified from time to time, collectively, the “DIP Term Loan Documents,” and together with the DIP ABL Documents, the “DIP Documents”), and to perform such other acts as may be necessary or desirable in connection with this Final Order and the DIP Documents, and the transactions contemplated hereby and thereby;
- d. authorizing the DIP Borrowers to incur, and the DIP Guarantors to guarantee on an unconditional joint and several basis, the principal, all unpaid and accrued interest, fees, premiums, interest on interest, costs, expenses, obligations (whether contingent, unmatured, or otherwise due), and all other amounts and obligations owing under and/or secured by (A) the DIP ABL Documents (as defined below) (including, without limitation, all “Obligations” as described in the DIP ABL Credit Agreement), which for the avoidance of doubt shall include all U.K. Obligations (as defined in the DIP ABL Credit Agreement) arising as a result of any guaranty by a Debtor of any U.K. Obligations⁴) (collectively, the “DIP ABL Obligations”), and (B) the DIP Term Loan Documents (as defined below) (including, without limitation, all “Obligations” as described in the DIP Term

³ Any consent, agreement, amendment, approval, waiver, or instruction of the DIP Borrowers, DIP Guarantors, DIP Agents, or DIP Secured Parties to be delivered hereunder may be delivered by any written instrument, including by way of electronic mail, by the DIP Borrowers, DIP Guarantors, DIP Agents, DIP Secured Parties, or their respective counsel on their behalf.

⁴ Subject to the DIP Budget, it is anticipated that the U.K. Borrower will request borrowings under the DIP ABL Facility and transfer proceeds therefrom to the Debtors as intercompany loans. Under the DIP ABL Credit Agreement, all Obligations of the U.K. Borrower are guaranteed by, and the joint and several liabilities of, the Debtors and constitute DIP ABL Obligations.

Loan Credit Agreement) (collectively, the “DIP Term Loan Obligations,” and collectively with the DIP ABL Obligations (as defined below), the “DIP Obligations”);

- e. on the terms and conditions set forth in the syndication procedures (the “Syndication Procedures”) attached to the Interim Order as Exhibit C, upon the entry of the Interim Order, each Prepetition Super Priority Term Loan Lender shall be offered the right to purchase the specified amount of the DIP Term Loans *pro rata* based on their holdings of 2019 Term Loans (as defined in the Syndication Procedures) as of the Petition Date;
- f. subject to the Carve Out (as defined below) and to the relative priorities provided in the DIP Orders, granting (x) the DIP Term Loan Obligations and (y) the DIP ABL Obligations, respectively, an allowed superpriority administrative expense claim status in each of the Chapter 11 Cases and any Successor Cases (as defined below), as and to the extent provided in the DIP Orders;
- g. subject to the Carve Out, the Permitted Liens (as defined below), and the relative priorities set forth in the DIP Orders, including the postpetition lien priorities set forth in Annex A attached to the Interim Order (the “Lien/Claim Priorities Annex”), granting to the DIP Term Loan Agent (for the benefit of the DIP Term Loan Secured Parties) automatically and validly perfected security interests in and liens on the DIP Collateral (as defined below), including all property constituting Cash Collateral (as defined below);
- h. subject to the Carve Out, the Permitted Liens, and the relative priorities and limitations as set forth in the DIP Orders, including the Lien/Claim Priorities Annex, granting to the DIP ABL Agent, for the benefit of the Secured Parties (as defined in the DIP ABL Credit Agreement), automatically and validly perfected security interests in and liens on the DIP Collateral, including all property constituting Cash Collateral;
- i. authorizing the Debtors to transfer, or in any event to be deemed to have transferred, all cash, collections and proceeds of DIP ABL Priority Collateral (as defined below) to the DIP ABL Agent on each business day, which Collections (as defined in the DIP ABL Credit Agreement) shall be applied as set forth in paragraph 23 of this Final Order;
- j. authorizing and directing the Debtors to pay the principal, all unpaid and accrued interest, premiums, fees, interest on interest, costs, expenses, obligations, and other amounts payable (whether contingent, unmatured, or otherwise due) under the DIP ABL Documents and the DIP Term Loan Documents, respectively, including the DIP Term Loan Premium and the Closing Fee (each as defined below), as set forth in the DIP Orders and as such become earned, due, and payable;
- k. authorizing the Debtors to use the Prepetition Collateral (as defined below), including any Cash Collateral, of the Prepetition Secured Parties (as defined below) under the Prepetition Credit Documents (each as defined below);
- l. providing adequate protection to the Prepetition Secured Parties as provided for in the DIP Orders for, solely to the extent of any diminution in value of the Prepetition Collateral, from and after the Petition Date (as defined below), including on account of the Debtors’ sale, lease, or use of the Prepetition Collateral, including Cash Collateral, the imposition and enforcement of the automatic stay pursuant to section 362 of the Bankruptcy Code, and the priming of the Prepetition Secured Parties’ respective interests in the Prepetition Collateral (including by the Carve Out) (“Diminution in Value”);

- m. authorizing the Debtors to waive (a) any right to surcharge the DIP Collateral and Prepetition Collateral pursuant to sections 105(a) and 506(c) of the Bankruptcy Code or otherwise; (b) the equitable doctrine of marshaling and other similar doctrines with respect to the DIP Collateral, the DIP Obligations, the Prepetition Collateral, and Prepetition Secured Obligations; and (c) the “equities of the case” exception under section 552(b) of the Bankruptcy Code with respect to the DIP Collateral, the DIP Obligations, the Prepetition Collateral, and the Prepetition Secured Obligations;
- n. authorizing the Debtors to: (a) fund, among other things, ongoing working capital, general corporate expenditures, and other financing needs of the Debtors, (b) pay transaction fees and other costs and expenses of administration of the Chapter 11 Cases, and (c) pay the reasonable and invoiced fees and expenses (including reasonable and invoiced attorneys’ and advisors’ fees and expenses) and interest and other payments owed to the DIP Secured Parties pursuant to the DIP ABL Documents and the DIP Term Loan Documents, respectively, and the DIP Orders (and in the case of (a) and (b) (other than with regard to the fees and expenses of the Professional Persons (as defined below)), the DIP Budget (as defined below) (subject to Permitted Deviations (as defined below)));
- o. approving certain stipulations and releases by the Debtors with respect to the Prepetition Credit Documents and the Prepetition Collateral as set forth in the DIP Orders;
- p. vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP ABL Documents and the DIP Term Loan Documents and this Final Order, and waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of this Final Order, and providing for the immediate effectiveness of this Final Order; and
- q. granting related relief.

The Court having considered the Motion, the exhibits attached thereto, the DIP Declarations, and the evidence submitted and arguments made at the interim hearing held on April 22, 2025 (the “Interim Hearing”) and at the final hearing, if any (the “Final Hearing”); and notice of the Interim Hearing and the Final Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c), and (d), and all applicable Bankruptcy Local Rules; and the Interim Hearing and the Final Hearing having been held and concluded, and all objections, if any, to the final relief requested in the Motion having been withdrawn, resolved, or overruled by the Court; and this Court having entered, after the Interim Hearing, that certain *Revised Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Authorizing the Use of Cash Collateral, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 96] (the “Interim Order”); and it appearing that approval of the final relief requested in

the Motion is fair and reasonable and in the best interests of the Debtors, their estates, and all parties in interest, and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; and this Court having determined that it can enter a final order consistent with Article III of the United States Constitution; and it appearing that the Debtors' entry into the DIP Term Loan Documents and the DIP ABL Documents is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING AND THE FINAL HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:⁵

A. **Petition Date.** On April 21, 2025 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court.

B. **Debtors in Possession.** The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. **Jurisdiction and Venue.** This Court has jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334 and the *Order of Reference to Bankruptcy Judges from the United States District Court for the Southern District of Texas*, entered May 24, 2012. Consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue for the Chapter 11 Cases and proceedings with respect to the Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This Court may enter a final order consistent with Article III of the United States Constitution. The statutory and procedural bases for the relief sought in the DIP Motion and granted in this Final Order are sections 105, 361, 362, 363, 364(c), 364(d), 364(e), 503,

⁵ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

and 507 of the Bankruptcy Code, Rules 2002, 4001, 4002, and 6004 of the Bankruptcy Rules, and Rules 2002-1, 4001-1(b), 4002-1, and 9013-1 of the Bankruptcy Local Rules.

D. **Committee Formation.** On May 5, 2025, the United States Trustee for the Southern District of Texas (the “U.S. Trustee”) appointed an official committee of unsecured creditors in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (the “Committee”). *See* Docket No. 223.

E. **Notice.** Notice of the Motion and the Final Hearing has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, and no other or further notice of the Motion with respect to the relief requested at the Final Hearing or the entry of this Final Order shall be required.

F. **Debtors’ Stipulations, Releases, and Acknowledgements.** Upon entry of the Interim Order and as ratified by this Final Order, and after consultation with their attorneys and financial advisors, and without prejudice to the rights of parties in interest set forth in paragraph 39 hereof, the Debtors, on their behalf and on behalf of their estates, admit, stipulate, acknowledge, and agree, as follows (collectively, the admissions, stipulations, acknowledgements, and agreements set forth in this paragraph F, the “Debtors’ Stipulations”):

(i) **Prepetition ABL Obligations.** Holdings, Ascend Performance Materials Operations LLC, Ascend Performance Materials Inc., Ascend Performance Materials Texas Inc., and Ascend Performance Materials European Limited, as borrowers, and guarantors party thereto (collectively, the “Prepetition ABL Obligors”), Wells Fargo Capital Finance, LLC, as administrative agent and collateral agent, and Wells Fargo Bank, National Association, London Branch, as U.K. security agent (in such capacities, the “Prepetition ABL Agent”), and the lenders from time to time party thereto (collectively, the “Prepetition ABL Lenders,” and together with the Prepetition ABL Agent and the Secured Parties (as defined in the Prepetition ABL Credit Agreement (as defined below)), the “Prepetition ABL Secured Parties”) are parties to that certain Third Amended and Restated Credit Agreement, dated as of August 27, 2019 (as amended, restated, amended and restated, supplemented, and/or otherwise modified from time to time prior to the Petition Date, including most recently by the Sixth Amendment to the Third Amended and

Restated Credit Agreement and Reaffirmation of Forbearance Agreement, dated as of April 16, 2025, the “Prepetition ABL Credit Agreement,” and together with the Loan Documents (as defined therein), the “Prepetition ABL Documents,” and the revolving facility thereunder, the “Prepetition ABL Facility”). Pursuant to the Prepetition ABL Documents, the Prepetition ABL Lenders provided revolving credit, certain banking products, and other financial accommodations to, and issued letters of credit for the account of, the Prepetition ABL Obligors. Under the Prepetition ABL Documents, the Prepetition ABL Lenders provided the Prepetition ABL Obligors with, among other things up to \$500,000,000 in Commitments (as defined in the Prepetition ABL Credit Agreement). As of the Petition Date, the Prepetition ABL Obligors were jointly and severally liable and indebted to the Prepetition ABL Secured Parties in an amount of principal of not less than approximately \$346 million consisting of (a) an aggregate principal amount of not less than \$316.4 million of outstanding Loans under, and as defined in, the Prepetition ABL Facility *plus* (b) not less than \$29.6 million in the aggregate in other outstanding Obligations (as defined in the Prepetition ABL Documents), including, without limitation, the obligation to pay the principal of the Revolving Loans (as defined in the Prepetition ABL Documents), interest accrued on the Revolving Loans, reimbursement obligations (contingent or otherwise) in respect of letters of credit, any fees, expenses, and disbursements (including, without limitation, attorneys’ fees, accountants’ fees, auditor fees, appraisers’ fees and financial advisors’ fees, and related expenses and disbursements), treasury, cash management, bank product and derivative obligations, indemnification obligations, guarantee obligations (including the U.K. Borrower’s and the Debtors’ guarantee of the U.K. Obligations under, and as defined in, the Prepetition ABL Credit Agreement), and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whether or not unmatured, whenever arising, accrued, arising, due, owing or chargeable (whether before or after the Petition Date) in respect of the Prepetition ABL Facility or held by any agent or lender or affiliate thereof and all other Obligations, in each case payable pursuant to the terms and conditions of the Prepetition ABL Credit Agreement and the other Prepetition ABL Documents by any Loan Party (collectively, the “Prepetition ABL Obligations”). The Prepetition ABL Obligations are secured by valid, enforceable, properly perfected and non-avoidable security interests in and liens on (a) the

Revolving Priority Collateral (as defined in the ABL Intercreditor Agreement (as defined below)) and (b) the Term Loan Priority Collateral (as defined in the ABL Intercreditor Agreement, together with the Revolving Priority Collateral, the “Prepetition Priority Collateral,” and the liens and security interests in clauses (a) and (b), the “Prepetition ABL Liens”) subject in all respects to the ABL Intercreditor Agreement.

(ii) Prepetition Term Loan Obligations. Holdings, Ascend Performance Materials Operations LLC (“Term Loan Borrower”), the other guarantors party thereto, Wilmington Savings Fund Society, FSB, as successor administrative agent and collateral agent (in such capacity, the “Prepetition Term Loan Agent”), and the lenders from time to time party thereto (collectively, the “Prepetition Term Loan Lenders,” and together with the Prepetition Term Loan Agent and the Secured Parties (as defined in the Prepetition Term Loan Credit Agreement (as defined below)), the “Prepetition Term Loan Secured Parties”), are parties to that certain Credit Agreement, dated as of August 27, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, including most recently by the Forbearance and Amendment No. 6 to the Credit Agreement, dated as of March 31, 2025, the “Prepetition Term Loan Credit Agreement,” and together with the Loan Documents (as defined therein), the “Prepetition Term Loan Documents,” and the term loan facility thereunder, the “Prepetition Term Loan Facility”). As of the Petition Date, the Loan Parties (as defined in the Prepetition Term Loan Credit Agreement) were jointly and severally liable and indebted to the Prepetition Term Loan Agent and the Prepetition Term Loan Secured Parties (A) in the aggregate principal amount of not less than \$1,042,800,000.00 *plus* (B) not less than \$29,226,399.18 in accrued interest, fees, and all other amounts due *plus* (C) all other Obligations (as defined in the Prepetition Term Loan Documents) under the Prepetition Term Loan Documents, including, without limitation, the obligation (including guarantee obligations) to pay principal, unpaid and accrued interest, interest on interest, reimbursement obligations, charges, expenses, fees, premiums, Attorney Costs, indemnities, and other amounts payable by any Loan Party under any Prepetition Term Loan Documents, and the obligation of any Loan Party to reimburse any amount in respect of any of the foregoing that any Prepetition Term Loan Lender may elect to pay or advance on behalf of such Loan Party in accordance with the terms of the Prepetition Term Loan

Documents; *provided* that such Obligations shall not include any Secured Cash Management Obligations or Secured Hedge Obligations or any Excluded Swap Obligations with respect to the Guarantors (each as defined in the Prepetition Term Loan Credit Agreement and the foregoing clauses (A) through (C), collectively, the “Prepetition Term Loan Obligations”). The Prepetition Term Loan Obligations are secured by valid, enforceable, properly perfected, and non-avoidable security interests in and liens on all Prepetition Priority Collateral (the “Prepetition Term Loan Liens”) and subject in all respects to the Intercreditor Agreements (as defined below).

(iii) Prepetition Super Priority Term Loan Obligations. Holdings, the Term Loan Borrower, the other guarantors party thereto, Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent (in such capacity, the “Prepetition Super Priority Term Loan Agent,” and together with the Prepetition ABL Agent and the Prepetition Term Loan Agent, the “Prepetition Agents”), and the lenders from time to time party thereto (collectively, the “Prepetition Super Priority Term Loan Lenders,” and together with the Prepetition Super Priority Term Loan Agent and the other Secured Parties (as defined in the Prepetition Super Priority Term Loan Credit Agreement (as defined below)), the “Prepetition Super Priority Term Loan Secured Parties,” and together with the Prepetition ABL Secured Parties and the Prepetition Term Loan Secured Parties, the “Prepetition Secured Parties”⁶), are parties to that certain Super Priority Credit Agreement, dated as of March 7, 2025 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, including most recently by the Incremental Amendment No. 2 and Amendment No. 3 to Super Priority Credit Agreement, the “Prepetition Super Priority Term Loan Credit Agreement,” and together with the Loan Documents (as defined therein), the “Prepetition Super Priority Term Loan Documents,” and the term loan facility thereunder,

⁶ Subject to the occurrence of the Roll-Up Obligations, except as otherwise expressly provided in the DIP Orders, all references to (A) the Prepetition Secured Parties and (B) Prepetition Agents after the occurrence of the Roll-Up Obligations in their entirety and, with respect to the Challenge Deadline, (x) the Challenge Deadline (as defined in paragraph 39 hereof) shall have expired without the timely and proper commencement of a Challenge or (y) if a Challenge is timely and properly asserted prior to the Challenge Deadline, upon the final, non-appealable disposition of such Challenge shall refer solely to the Prepetition Term Loan Secured Parties and to the Prepetition Term Loan Agent.

the “Prepetition Super Priority Term Loan Facility”) (the Prepetition Super Priority Term Loan Documents, the Prepetition Term Loan Documents, and the Prepetition ABL Documents, collectively, the “Prepetition Credit Documents”). As of the Petition Date, the Loan Parties (as defined in the Prepetition Super Priority Term Loan Credit Agreement) were jointly and severally liable and indebted to the Prepetition Super Priority Term Loan Secured Parties (a) in the aggregate principal amount of not less than \$130,911,340.21 *plus* (b) not less than \$18,630,840.77 million accrued interest, fees, and all other amounts due and all other Obligations (as defined in the Prepetition Super Priority Term Loan Documents) under the Prepetition Super Priority Term Loan Documents, including, without limitation, the obligation (including guarantee obligations) to pay principal, unpaid and accrued interest, interest on interest, reimbursement obligations, charges, expenses, fees, premiums, Attorney Costs, indemnities, and other amounts payable by any Loan Party under any Prepetition Super Priority Term Loan Document, and the obligation of any Loan Party to reimburse any amount in respect of any of the foregoing that any Prepetition Super Priority Term Loan Lender may elect to pay or advance on behalf of such Loan Party in accordance with the terms of the Loan Documents; *provided* that such Obligations shall not include any Secured Cash Management Obligations or Secured Hedge Obligations or any Excluded Swap Obligations with respect to the Guarantors (each as defined in the Prepetition Super Priority Term Loan Credit Agreement and collectively, the “Prepetition Super Priority Term Loan Obligations,” and together with the Prepetition ABL Obligations and the Prepetition Term Loan Obligations, the “Prepetition Secured Obligations”). The Prepetition Super Priority Term Loan Obligations are secured by valid, enforceable, properly perfected, and non-avoidable security interests in and liens on all Super Senior Priority Collateral (as defined in the Super Priority Intercreditor Agreement (as defined below), and together with the Prepetition Priority Collateral, the “Prepetition Collateral”) (such liens, the “Prepetition Super Priority Term Loan Liens,” and together with the Prepetition ABL Liens and the Prepetition Term Loan Liens, the “Prepetition Liens”) subject in all respects to the Intercreditor Agreements.

(iv) Intercreditor Agreements.

(a) Pursuant to that certain Intercreditor Agreement, dated as of August 27, 2019, by and among the Prepetition ABL Agent, Wells Fargo, National Association, London Branch, in its capacity as the U.K. security agent for the Prepetition ABL Secured Parties, the Prepetition Term Loan Agent, and the Prepetition Super Priority Term Loan Agent (pursuant to that certain Joinder Agreement to Intercreditor Agreement, dated as of March 7, 2025) (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the Petition Date, the “ABL Intercreditor Agreement”), the parties have agreed, among other things and as more specifically set forth therein, on the relative respective rights, remedies, interests, obligations, priority, and positions of the Prepetition Term Loan Secured Parties and the Prepetition Super Priority Term Loan Secured Parties, on the one hand, and the Prepetition ABL Secured Parties, on the other hand, with respect to the Prepetition Collateral.

(b) Pursuant to that certain Super Priority Intercreditor Agreement, dated as of March 7, 2025, by and among Holdings, the Term Loan Borrower, the Prepetition Term Loan Agent), and the Prepetition Super Priority Term Loan Agent (pursuant to that certain Joinder Agreement to Intercreditor Agreement, dated as of March 7, 2025) (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the Petition Date, the “Super Priority Intercreditor Agreement,” and together with the ABL Intercreditor Agreement, the “Intercreditor Agreements”), the parties have agreed, among other things and as more specifically set forth therein, on the relative respective rights, remedies, interests, obligations, priority, and positions of the Prepetition Term Loan Secured Parties, on the one hand, and the Prepetition Super Priority Term Loan Secured Parties, on the other hand, with respect to the Prepetition Collateral.

(c) The Intercreditor Agreements are “subordination agreements” within the meaning of section 510(a) of the Bankruptcy Code. The Intercreditor Agreements (i) shall remain binding and enforceable against the respective Prepetition Secured Parties in accordance with their terms, (ii) shall continue to govern the relative priorities, rights, and remedies of the Prepetition Secured Parties (including,

without limitation, the relative priorities, rights and remedies of such parties with respect to the replacement liens and administrative expense claims and superpriority administrative expense claims granted, or amounts payable, by the Debtors under the DIP Orders or otherwise and the modification of the automatic stay), (iii) shall govern the relative priorities, rights, and remedies of the DIP Secured Parties and the Prepetition Secured Parties, and (iv) shall not be deemed to be amended, altered, or modified by the terms of the DIP Orders or the DIP Documents, unless as expressly set forth in the DIP Orders.

(d) The DIP ABL Facility is deemed a “Refinancing” of the Prepetition ABL Facility as such term is used in the ABL Intercreditor Agreement, and the repayment of the Prepetition ABL Obligations, including the Initial ABL Roll-Up and the Creeping ABL Roll-Up (each as defined below), pursuant to the DIP Orders and the DIP ABL Documents shall not be deemed to constitute a Discharge of Revolving Obligations (as defined in the ABL Intercreditor Agreement).

(e) The DIP Term Loan Facility is deemed a “Refinancing” of the Prepetition Super Priority Term Loan Facility as such term is used in the Super Priority Intercreditor Agreement, and the repayment of the Prepetition Super Priority Term Loan Obligations, including the Super Priority Term Loan Roll-Up, pursuant to the DIP Orders shall not be deemed to constitute a Discharge of Super Senior Priority Secured Obligations (each as defined in the Super Priority Intercreditor Agreement).

(v) Prepetition Secured Obligations. Each of the Debtors acknowledge that the Prepetition Secured Obligations owing to each of the Prepetition Secured Parties, respectively, constitute legal, valid, and binding obligations of, and shall constitute allowed claims under section 502 to the extent permitted by section 506 of the Bankruptcy Code against, the Debtors and their applicable affiliates, enforceable against them in accordance with their respective terms (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), and no portion of the Prepetition Secured Obligations owing to the respective Prepetition Secured Parties, is subject to avoidance, recharacterization, reduction, disgorgement, set-off, offset, counterclaim, cross-claim, recoupment, defenses, disallowance,

impairment, recovery, subordination, or any other challenges pursuant to the Bankruptcy Code or applicable non-bankruptcy law or regulation by any person or entity, including in any Successor Cases.

(vi) Prepetition Liens. The Debtors acknowledge that the Prepetition Liens granted to the respective Prepetition Secured Parties have, in each case to the extent required in the Prepetition Credit Documents, as applicable, been properly recorded and perfected under applicable non-bankruptcy law and, as of the Petition Date, constitute legal, valid, binding, enforceable (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), non-avoidable, properly perfected, and continuing security interests in and liens on the Prepetition Collateral, subject only to (a) the Carve Out, (b) any Permitted Liens,⁷ and (c) the terms and conditions of the Intercreditor Agreements, and in each case were granted to, or for the benefit of, the respective Prepetition Secured Parties for fair consideration and reasonably equivalent value, were granted contemporaneously with, or covenanted to be provided as inducement for, the making of the applicable loans and/or the commitments and other financial accommodations in each case secured thereby, and are not subject to offset, contest, disallowance, attack, challenge, objection, defense, counterclaim, recharacterization, subordination, avoidance, recovery, or other claim or cause of action of any kind, pursuant to the Bankruptcy Code or applicable non-bankruptcy law or regulation by any person or entity. In light of the integrated nature of the DIP Facilities, the DIP Documents, and the Prepetition Credit Documents, the Prepetition Liens and the DIP Liens that prime certain of the Prepetition Liens are continuing liens, and the DIP Collateral is and will continue to be encumbered by such liens.

(vii) No Challenges/Claims. Subject to paragraph 39 hereof, no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the respective Prepetition Liens or Prepetition Secured Obligations exist, and no portion of the respective Prepetition Liens or

⁷ “Permitted Liens” means any valid liens that are (1) in existence on the Petition Date, (2) either perfected as of the Petition Date or perfected subsequent to the Petition Date under section 546(b) of the Bankruptcy Code, (3) which are permitted by the terms of the Prepetition Credit Documents or by operation of law to be senior in priority to the Prepetition Liens under the Prepetition Credit Documents, and (4) non-avoidable under the Bankruptcy Code or other applicable law.

Prepetition Secured Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law. The Debtors and their estates have no valid Claims (as such term is defined in section 101(5) of the Bankruptcy Code), objections, challenges, causes of action,⁸ and/or choses in action against any of the Prepetition Secured Parties, any of their respective Prepetition Agents, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees with respect to the Prepetition Credit Documents, the Prepetition Secured Obligations, the Prepetition Liens, or otherwise, whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, avoidance, recovery, disallowance, reduction, or other claims arising under or pursuant to sections 105, 502, 510, 541, 542 through 553, inclusive, or 558 of the Bankruptcy Code or applicable state law equivalents. The Prepetition Secured Obligations constitute allowed, secured claims within the meaning of section 502 and to the extent permitted under section 506 of the Bankruptcy Code. The Debtors have waived, discharged, and released any right to challenge any of the Prepetition Secured Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the Prepetition Liens.

⁸ As used in this Final Order, "causes of action" means any action, claim, cause of action, controversy demand, right, action, lien, indemnity, interest, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, and license of any kind or character whatsoever, whether known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Closing Date (as defined below), in contract or in tort, in law (whether local, state, or federal U.S. or non-U.S. law) or in equity, or pursuant to any other theory of local, state, or federal U.S. or non-U.S. law. For the avoidance of doubt, "cause of action" includes: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, fraudulent transfer or fraudulent conveyance or voidable transaction, violation of local, state, or federal or non-U.S. law or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code or similar local, state, or federal U.S. or non-U.S. law; (d) any Claim or defense including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of title 11 of the United States Code; (e) any state or foreign law pertaining to actual or constructive fraudulent transfer or fraudulent conveyance, and (f) any "lender liability" or equitable subordination claims or defenses.

(viii) Cash Collateral. All of the Debtors' cash, whether existing as of the Petition Date or thereafter, wherever located (including, without limitation, all cash on deposit or maintained by the Debtors in any account or accounts but excluding any cash or accounts that constitute "Excluded Assets"⁹ under the Prepetition Credit Documents), whether as original collateral or proceeds of other Prepetition Collateral, unless otherwise agreed by the Debtors and the DIP Secured Parties, constitutes or will constitute "cash collateral" of the Prepetition Secured Parties within the meaning of section 363(a) of the Bankruptcy Code ("Cash Collateral") and is Prepetition Collateral of the Prepetition Secured Parties, subject in all respects to the priorities set forth in the Intercreditor Agreements.

(ix) No Control. None of the DIP Agents, the DIP Secured Parties, the Prepetition Agents, or the Prepetition Secured Parties controls the Debtors or their properties or operations, has authority to determine the manner in which any of the Debtors' operations are conducted, or is a control person or insider of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from the DIP Orders, the DIP Term Loan Facility, the DIP Term Loan Documents, the DIP ABL Facility, the DIP ABL Documents, the Prepetition Secured Obligations and/or the Prepetition Credit Documents.

G. **Findings Regarding Corporate Authority**. Each of the Debtors has all requisite power and authority to execute and deliver the DIP Documents to which it is a party and to perform its obligations thereunder.

H. **Findings Regarding Postpetition Financing and Use of Cash Collateral**.

(i) Request for Postpetition Financing and Use of Cash Collateral. The Debtors seek (a) approval of the DIP Facilities and the incurrence of the DIP Obligations on the terms and conditions

⁹ "Excluded Assets" shall not include (a) any economic value, dividends, distributions and other income, economic interest and economic value, products, proceeds, substitutions, or replacements of any Excluded Assets referred to in clauses (i) through (xv) of the definition of Excluded Assets set forth in the DIP Term Loan Credit Agreement (unless such proceeds, substitutions, or replacements would independently constitute Excluded Assets referred to in clauses (i) through (xv) therein) or (b) any asset or property that constitutes "Collateral" (or comparable term) as defined in the DIP ABL Documents.

described in the DIP Documents on a final basis and (b) the continued use of Cash Collateral on the terms and conditions described in the DIP Orders to administer their Chapter 11 Cases and fund their operations, in each case pursuant to the DIP Documents, which are in form and substance reasonably acceptable to the Required Lenders (as defined in the DIP Term Loan Credit Agreement, the “DIP Term Loan Required Lenders”), Required Lenders (as defined in the DIP ABL Credit Agreement, the “DIP ABL Required Lenders”; the DIP Term Loan Required Lenders and the DIP ABL Required Lenders, collectively, the “DIP Required Lenders”), the DIP ABL Agent, and the Debtors.

(ii) *Good Cause.* Good and sufficient cause has been shown for the entry of the DIP Orders and for authorization of the Debtors to obtain financing pursuant to the DIP Facilities and the DIP Documents on a final basis, incur the Initial ABL Roll-Up, the Creeping ABL Roll-Up, and the Super Priority Term Loan Roll-Up upon the entry of the Interim Order and as ratified by this Final Order, and to use Cash Collateral as set forth in the DIP Orders.

(iii) *Priming of the Prepetition Liens.* The Prepetition Secured Obligations and the Prepetition Collateral are identified in the Lien/Claim Priorities Annex, which is incorporated herein by reference. The Prepetition Secured Parties have consented to their Prepetition Liens being primed by the DIP Liens pursuant to the DIP Orders.

(iv) *Need for Postpetition Financing and Use of Cash Collateral.* Good and sufficient cause has been shown for the entry of the DIP Orders and for authorization of the Debtors to continue using Cash Collateral and obtain credit in amounts pursuant to the DIP Facilities (including the remaining of \$100 million of DIP Term Loans) on a final basis in order to, among other things, enable the orderly continuation of their operations and to administer and preserve the value of their estates. The ability of the Debtors to maintain business relationships with their vendors, suppliers, and customers, pay their employees, and otherwise finance their operations requires the availability of working capital from the DIP Facilities and the use of Cash Collateral. The Debtors do not have sufficient available sources of working capital and financing to operate their businesses, maintain their properties in the ordinary course of business, and fund the Chapter 11 Cases without the authorization to use Cash Collateral, and the ability to borrow under the

DIP ABL Facility and to obtain the DIP Term Loans. The Prepetition Secured Parties are entitled to receive adequate protection as set forth in the DIP Orders pursuant to sections 361, 363, and 364 of the Bankruptcy Code, solely to the extent of any Diminution in Value of their respective interests in the Prepetition Collateral (including Cash Collateral) as a result of, among other things, the Debtors' use of the Prepetition Collateral, including Cash Collateral. The priming of the Prepetition Liens under section 364(d) of the Bankruptcy Code, as contemplated by the DIP Documents and subject to the Carve Out, and as provided in the DIP Orders, will enable the Debtors to obtain the financing needed to continue to operate their business during the pendency of the Chapter 11 Cases, to the benefit of their estates and creditors.

(v) *No Credit Available on More Favorable Terms.* The DIP Facilities are the best source of debtor-in-possession financing available to the Debtors. Given their current financial condition, financing arrangements, and capital structure, the Debtors have been and continue to be unable to obtain financing from sources other than the DIP Secured Parties on terms more favorable than the DIP Facilities. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain unsecured an/or secured credit allowable under sections 364(c)(1), 364(c)(2), or 364(c)(3) of the Bankruptcy Code. Financing on a postpetition basis is not otherwise available without granting the DIP Agents, for the benefit of themselves and the applicable DIP Secured Parties, (a) subject to the Carve Out, perfected security interests in and liens on (each as provided in the DIP Orders) the DIP Collateral, with the priorities set forth in the DIP Orders; (b) subject to the Carve Out, superpriority claims; and (c) the other protections set forth in the DIP Orders, and without incurring (d) the 507(b) Claims, Adequate Protection Liens, DIP Term Loan Premium, Closing Fee (each as defined below), all fees provided in the Fee Letter (as defined in the DIP ABL Credit Agreement), and all other fees and expenses provided in the DIP Documents, under the terms and conditions set forth in the DIP Orders and the DIP Documents (the foregoing described in clauses (a) through (d), collectively, the "DIP Protections").

(vi) *Use of Cash Collateral and Proceeds of the DIP Facilities.* As a condition to entry into the DIP Facilities, the extension of credit under the DIP Facilities, and the authorization to use the

Prepetition Collateral, including Cash Collateral, the DIP Agents, DIP Secured Parties, and the Prepetition Secured Parties require, and the Debtors have agreed, that proceeds of the DIP Facilities and the Prepetition Secured Parties' Cash Collateral shall be used in accordance with the terms and conditions of the DIP Orders and the DIP Documents, and consistent with the DIP Budget (as defined below) (subject to Permitted Deviations), solely for the purposes set forth in the DIP Orders and the DIP Documents, including (a) ongoing working capital and other general corporate purposes of the Debtors; (b) payment of costs of administration of the Chapter 11 Cases, including restructuring charges arising on account of the Chapter 11 Cases, statutory fees of the U.S. Trustee, and allowed professional fees and expenses of the Debtor Professionals (as defined below) and professionals retained by a Committee (if any), subject to the Investigation Budget (as defined below); (c) payment of such prepetition expenses as set forth in the DIP Budget (subject to Permitted Deviations) and permitted under the DIP Documents or otherwise consented to by the DIP Term Loan Required Lenders and the DIP ABL Agent (at the direction of the DIP ABL Required Lenders); (d) payment of unpaid and accrued interest, premiums, fees, interest on interest, costs, expenses, and other amounts (including, without limitation, reasonable and invoiced legal and other professionals' fees and expenses of the DIP Agents and DIP Secured Parties owed under the DIP Documents including those incurred in connection with the preparation, negotiation, documentation, and Court approval of the DIP Facilities, whether incurred before, on, or after the Petition Date) whether contingent, unmatured, or otherwise due; (e) payment of certain adequate protection fees and expenses to the Prepetition Agents Advisors, as set forth in the DIP Orders; and (f) payment of obligations arising from or related to the Carve Out.

(vii) *Roll-Up Obligations.* Upon (A) the entry of the Interim Order and as ratified by this Final Order, and subject only to a Challenge pursuant to paragraph 39 below without any further action by the Debtors or any other party, (1) all DIP ABL Loans made or advanced under the DIP ABL Facility and all obligations arising under the DIP ABL Facility in connection therewith shall be deemed, on a dollar-for-dollar basis, DIP ABL Obligations, (2) all Bank Product Obligations (as defined in the Prepetition ABL Credit Agreement), all Letters of Credit (as defined in the Prepetition ABL Credit Agreement), including,

without limitation, the Existing Letters of Credit and Letter of Credit Usage (each as defined in the Prepetition ABL Credit Agreement), and all unpaid and accrued interest, fees, interest on interest, expenses (including, without limitation, attorneys' and advisors' fees and costs), whether contingent, unmatured or otherwise due under the Prepetition ABL Facility shall automatically be deemed exchanged for and issued under the DIP ABL Credit Agreement and shall constitute DIP ABL Obligations (the "Initial ABL Roll-Up"), (3) all cash, collections, and proceeds of DIP ABL Priority Collateral collected or received on and after the Petition Date shall pay down and be deemed to reduce, on a dollar-for-dollar basis, the Prepetition ABL Obligations (collectively, the "Creeping ABL Roll-Up"), and (4) \$149,542,180.98 of Prepetition Super Priority Term Loan Obligations shall automatically be deemed exchanged and converted on a cashless basis into and constitute DIP Term Loan Obligations (the "Super Priority Term Loan Roll-Up"), and (B) the entry of this Final Order, and subject only to a Challenge pursuant to paragraph 39 below, all remaining Prepetition ABL Obligations shall automatically be deemed exchanged and converted on a cashless basis into and constitute DIP ABL Obligations (the "Final ABL Roll-Up"), and together with the Initial ABL Roll-Up, the Creeping ABL Roll-Up, and the Super Priority Term Loan Roll-Up, the "Roll-Up Obligations"), pursuant to the terms of the DIP Orders, the Prepetition Credit Documents (as expressly modified in the DIP Orders), any other Loan Documents (as defined in the Prepetition Credit Documents) (as expressly modified in the DIP Orders), the DIP Documents, and any other documents evidencing the Roll-Up Obligations. The Prepetition Secured Parties would not otherwise consent to the use of their Cash Collateral, and the DIP Agents and the DIP Lenders would not be willing to provide the DIP Facilities or extend credit to the Debtors thereunder, without the inclusion of (i) the Initial ABL Roll-Up, the Creeping ABL Roll-Up, and the Super Priority Term Loan Roll-Up upon the entry of the Interim Order and as ratified by this Final Order and (ii) the Final ABL Roll-Up upon the entry of this Final Order. The conversion of the Roll-Up Obligations shall be authorized in consideration, and as a necessary inducement, for the DIP Secured Parties to consent to the use of Cash Collateral and the subordination of the Roll-Up Obligations to the Carve Out to the extent set forth in the DIP Orders. The Roll-Up Obligations shall be authorized as compensation for, in consideration for, and solely on account of, the agreement of the Prepetition Secured

Parties to fund amounts under the DIP Facilities and not as adequate protection for, or otherwise on account of, any Prepetition Secured Obligations. Moreover, the Initial ABL Roll-Up and the Creeping ABL Roll-Up have created, and the Final ABL Roll-Up will create availability under the DIP ABL Facility and will result in liquidity to the Debtors and their estates. Because the Roll-Up Obligations are subject to a Challenge pursuant to paragraph 39 hereof, they will not prejudice the rights of any other party in interest.

I. **Limitation of Liability.** In making the decision to finance the Debtors' continued business operations through the DIP Facilities, to permit the Debtors to use the Cash Collateral for the limited purposes set forth in the DIP Orders, in administering any loans, in approving the DIP Budget, or in taking any actions permitted by the DIP Orders or the DIP Documents, none of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties, as applicable, shall be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person," "owner or operator," or part of any "control group" with respect to any of the Debtors or the management of the Debtors or owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates.

J. **No Objection.** The Prepetition Secured Parties have no objection to the DIP Facilities and the use of the Cash Collateral on the terms and conditions set forth in the DIP Orders.

K. **Adequate Protection.** The Debtors have agreed, pursuant to sections 361, 362, 363, and 364 of the Bankruptcy Code, to provide the Prepetition Secured Parties with adequate protection, as and to the extent set forth in the DIP Orders, against the risk of any Diminution in Value of their respective interests in the Prepetition Collateral. The Prepetition Agents, for the benefit of the Prepetition Secured Parties, are entitled to receive such adequate protection of their interests in the Prepetition Collateral, including, without limitation, the Cash Collateral. Pursuant to sections 361, 362, 363, and 507(b) of the Bankruptcy Code, as adequate protection, subject in all respects to the Carve Out and subject to paragraph 39 hereof, such Prepetition Secured Parties will receive, to the extent of any Diminution in Value of their respective interests in the applicable Prepetition Collateral, Adequate Protection Liens, and 507(b) Claims as set forth in the DIP Orders.

L. **Sections 506(c), 552(b), and Marshaling.** In light of (i) the DIP Agents' and the DIP Secured Parties' agreement that their respective liens and superpriority claims shall be subject to the Carve Out, as set forth in the DIP Orders; (ii) the Prepetition Secured Parties' agreement that their respective Prepetition Liens and claims, including any Adequate Protection Liens and claims (including 507(b) Claims), shall be subject to the Carve Out and subordinate to the DIP Obligations, as set forth in the DIP Orders; and (iii) the DIP Agents' and the Prepetition Secured Parties' agreement to the payment (in a manner consistent with the DIP Budget (subject to Permitted Deviations), and subject to the terms and conditions of the DIP Orders and the DIP Documents) of certain expenses of administration of these Chapter 11 Cases, the DIP Secured Parties and the Prepetition Secured Parties, subject only to a Challenge pursuant to paragraph 39 below (if applicable), are each entitled to a waiver of any "equities of the case" exception under section 552(b) of the Bankruptcy Code and a waiver of the provisions of section 506(c) of the Bankruptcy Code and of the equitable doctrine of marshaling and other similar doctrines.

M. **Good Faith of the DIP Agents, the DIP Secured Parties, and the Prepetition Secured Parties.**

(i) Based upon the pleadings and proceedings of record in the Chapter 11 Cases, (a) the extensions of credit under the DIP Facilities are fair and reasonable, are appropriate for secured financing to debtors in possession, are the best available to the Debtors under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration; (b) the terms and conditions of the DIP Facilities, the use of proceeds under the DIP Facilities, the use of the Cash Collateral, the DIP Protections, and the Adequate Protection Obligations (as defined below) have been negotiated in good faith and at arm's length among the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties, with the assistance and counsel of their respective advisors; (c) the use of Cash Collateral pursuant to the DIP Orders, has been allowed in "good faith" within the meaning of section 364(e) of the Bankruptcy Code; (d) any credit to be extended, loans to be made, and other financial accommodations to be extended to the Debtors by the DIP Secured Parties or the Prepetition Secured Parties, including, without limitation, pursuant to the DIP Orders

(including the Roll-Up Obligations), have been allowed, advanced, extended, issued, or made, as the case may be, in “good faith” within the meaning of section 364(e) of the Bankruptcy Code by the DIP Secured Parties and the Prepetition Secured Parties in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code; and (e) the DIP Facilities, the DIP Liens, the DIP Obligations (including the Roll-Up Obligations), the DIP Superpriority Claims (as defined below), the Adequate Protection Liens, and the 507(b) Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed, or modified, on appeal, or otherwise.

(ii) Absent an order of this Court, the consent of the Prepetition Secured Parties is required for the Debtors’ consensual use of Cash Collateral and other Prepetition Collateral. The respective Prepetition Secured Parties have consented, or are deemed pursuant to the Prepetition Credit Documents to have consented (or have not objected), to the Debtors’ use of Cash Collateral and other Prepetition Collateral and to the Debtors’ entry into the DIP Documents in accordance with and subject to the terms and conditions in the DIP Orders and the DIP Documents.

N. **Permitted Liens.** Nothing contained in the DIP Orders is intended to: (i) invalidate, negate, avoid, prime or prejudice the holders of any Permitted Liens; (ii) find or rule that any Permitted Liens (or any other alleged liens, excepting only the Prepetition Liens, subject only to paragraph 39 hereof) are valid, binding, prior, perfected, enforceable, non-avoidable, or senior; or (iii) prejudice the right of any party in interest, including, without limitation, the Debtors, the Committee, the Prepetition Agents, or DIP Agents, from challenging the validity, enforceability, perfection, extent, or priority of any Permitted Liens (or any other alleged liens or security interests, excepting only the Prepetition Liens, a challenge to which is subject only to paragraph 39 hereof).

O. **Master Metal Agreements.** Debtor Ascend Performance Materials Operations LLC (“Ascend LLC”) is party to the following master metal agreements (together, the “Master Metal Agreements”): (i) that certain Master Metal Agreement dated as of December 20, 2019 as amended on February 14, 2023, by and among Ascend LLC and Wells Fargo Commodities LLC (“WFCLLC”); and (ii) that certain Master Metal Agreement dated as of February 14, 2023, by and among Ascend LLC and

Wells Fargo Bank, N.A. (“WFBNA”). Pursuant to the Master Metal Agreements, Ascend LLC leases from WFCLLC and WFBNA the Leased Metal (as defined in the Master Metal Agreement), and WFCLLC and WFBNA retain absolute and unencumbered title to (and beneficial interest in) the Leased Metal under their respective Master Metal Agreements. In connection with the Master Metal Agreements, Ascend LLC granted to each of WFCLLC and WFBNA a first priority continuing security interest in and lien on the Collateral as described, and defined under, each Master Metal Agreement, which grant was without prejudice to or limiting each of WFCLLC’s and WFBNA’s title to (and beneficial interest in) the Leased Metal (as defined in the Master Metal Agreement) or rights under the parties’ respective Master Metal Agreement or under any Lease (as defined in the Master Metal Agreement). The Prepetition Liens are subordinated to the WFBNA’s and WFCLLC’s liens on the Metal Lease Priority Collateral (as defined in that certain Amended and Restated Subordination Agreement, dated as of February 14, 2023, with respect to the Prepetition Term Loan Facility and in that certain Amended and Restated Subordination Agreement, dated as of February 14, 2023, with respect to the Prepetition ABL Facility), and are not being primed by the DIP Liens and Adequate Protection Liens provided under the DIP Orders.

P. **CAF Master Lease Agreements.** Debtor Ascend LLC is party to the following master lease agreements (together, the “CAF Master Lease Agreements” and each, a “CAF Master Lease Agreement”): (i) that certain Master Lease Agreement dated as of March 13, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, including, without limitation, by that certain Amendment No. 4 to Master Lease Agreement, dated as of March 31, 2023), by and between Ascend LLC, as lessee, and Citizens Asset Finance, a division of Citizens Bank, N.A. (“CAF”), as agent for the Lessors (as defined therein) together with each Lease Schedule (as defined therein) by and between Ascend LLC and each Lessor, as applicable; and (ii) that certain Master Lease Agreement dated as of January 8, 2020 (as amended, restated, supplemented, or otherwise modified from time to time), by and between Ascend LLC, as lessee, and CAF, as lessor, together with each Lease Schedule (as defined therein) by and between Ascend LLC and CAF. In connection with the CAF Master Lease Agreements, Ascend LLC granted to CAF a first priority continuing security interest in and lien on the Collateral (as defined under each CAF

Master Lease Agreement) (the “CAF Master Lease Collateral”). The CAF Master Lease Collateral does not constitute Prepetition Collateral or DIP Collateral.

Q. **Final Hearing.** Notice of the Final Hearing and the relief requested in the Motion has been provided by the Debtors, whether by facsimile, electronic mail, overnight courier, or hand delivery to certain parties-in-interest, including the Notice Parties. The Debtors have made reasonable efforts to afford the best notice possible under the circumstances, and no other notice is required in connection with the relief set forth in this Final Order.

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

IT IS HEREBY ORDERED THAT:

1. **DIP Facilities Approved on a Final Basis.** The Motion is granted on a final basis as set forth herein. The DIP Facilities are hereby authorized and approved to the extent set forth in the DIP Orders, and the use of Cash Collateral on a final basis is authorized, in each case subject to the terms and conditions set forth in the DIP Documents and the DIP Orders.

2. **Objections Overruled.** All objections to this Final Order (if any), to the extent not withdrawn, waived, settled, or resolved, are hereby denied and overruled. This Final Order shall become effective immediately upon its entry.

3. **Authorization of the DIP Facilities and the DIP Documents.**

(a) The DIP Facilities are hereby approved as set forth herein. The Debtors’ prior execution and delivery of, and their continued performance under, the DIP Documents are hereby approved on a final basis. The Debtors are authorized and empowered on a final basis to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of the DIP Orders and the DIP Documents, and to deliver all instruments, certificates, agreements, and documents that may be required or necessary for the performance by the Debtors under the DIP Facilities and the creation and perfection of the DIP Liens. Pursuant to the Interim Order and as ratified by this Final Order, the Debtors are authorized and

directed to pay, in accordance with the DIP Orders, all principal, unpaid and accrued interest, premiums, fees, interest on interest, payments, costs, expenses, the DIP Term Loan Premium, the Closing Fee, and other amounts (including any arrangement, backstop, commitment, exit, and/or administrative fees, including in any separate letter agreement or in any other DIP Document) described in the DIP Documents as such amounts become due and payable (whether contingent, unmatured, or otherwise due), without the need to obtain further Court approval, whether or not such fees arose before, on, or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, and to take any other actions that may be necessary or appropriate, all as provided in the DIP Orders or the DIP Documents; *provided* that the payment of legal and other professionals' fees and expenses of the DIP Agents and the other DIP Secured Parties (other than legal and other professionals' fees and expenses incurred prior to the closing of the DIP Facilities) shall be subject to the requirements of paragraph 36 hereof. The Debtors shall pay, in accordance with the DIP Orders, the reasonable and documented fees and disbursements of the DIP Secured Parties, in each case whether or not such fees or other amounts arose before, on, and after the Petition Date, in accordance with the DIP Orders or the DIP Documents.

(b) From the entry of the Interim Order, the DIP Term Loan Borrower was and is hereby authorized to borrow on a final basis, subject to the terms and conditions of the DIP Term Loan Documents, and the DIP Term Loan Guarantors were and are hereby authorized to guarantee borrowings up to an aggregate principal amount of \$250 million of new money DIP Term Loans under the DIP Term Loan Facility (comprising the Interim Draw and the Final Draw) (plus interest, fees, indemnities, and other expenses and amounts provided for in the DIP Term Loan Documents), subject to and in accordance with the DIP Orders and the DIP Term Loan Documents, without any further action by the Debtors or any other party;

(c) From the entry of the Interim Order, the DIP ABL Borrowers were and are hereby authorized to borrow on a final basis, subject to the terms and conditions (including limitations on availability and reserves) of the DIP ABL Documents, and the DIP ABL Guarantors were and are hereby authorized to guarantee borrowings (in the form of loans and letters of credit) up to an aggregate principal

amount of not greater than \$500,000,000.00 at any one time outstanding under the DIP ABL Facility (plus interest, fees, indemnities, and other expenses and amounts provided for in the DIP ABL Documents), in accordance with the DIP Orders, the DIP Budget (subject to the Permitted Deviations), and the DIP ABL Documents, without any further action by the Debtors or any other party. Without limiting the foregoing, the DIP ABL Borrowers were and are hereby further authorized on a final basis to borrow funds from the U.K. Borrower (subject to the terms and conditions of the DIP ABL Documents), and the DIP ABL Guarantors were and are hereby authorized on a final basis to guaranty any such borrowings, it being understood that the U.K. Borrower's right to payment in respect of such borrowings and the guaranties in respect thereof, and any note representing the same (the "ABL Intercompany Loan") shall constitute DIP ABL Priority Collateral.

(d) From the entry of the Interim Order, the DIP Guarantors were and are hereby authorized and directed on a final basis to jointly, severally, and unconditionally guarantee, and shall be deemed to have guaranteed, in full, all of the DIP Obligations of the DIP Borrowers. Upon the effectiveness of the DIP Credit Agreements in accordance with their terms, all holders of the DIP Loans were and hereby shall be deemed to be a party to, and bound by, the applicable DIP Credit Agreements, regardless of whether such holder has executed a signature page thereto (solely with respect to the DIP Term Loan Credit Agreement).

4. Authorization to Borrow and Use Cash Collateral. From the entry of the Interim Order and as ratified by this Final Order, subject to the terms, conditions, and limitations on availability set forth in the DIP Documents, the DIP Budget, and the DIP Orders, as applicable, the Debtors were and are hereby authorized on a final basis to (a) borrow under the DIP Facilities, and (b) use the Cash Collateral for the purposes and in the amounts described in the DIP Orders. Nothing in the DIP Orders shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in the DIP Orders (including with respect to the Carve Out) or the DIP Documents.

5. Roll Up of Prepetition Secured Obligations. Upon the entry of the Interim Order and as ratified by this Final Order, and subject only to a Challenge pursuant to paragraph 39 hereof, the Initial ABL Roll-Up, the Creeping ABL Roll-Up, and the Super Priority Term Loan Roll-Up were and are approved. Upon the entry of this Final Order, and subject only to a Challenge pursuant to paragraph 39 hereof, the Final ABL Roll-Up is approved. Specifically, the authorization of the Roll-Up Obligations shall be subject to the reservation of rights set forth in paragraph 39 hereof and, in the event of a successful Challenge (as defined below), the Court may fashion any appropriate remedy.

6. Amendment of the DIP Documents and the DIP Orders. Except for amendments to the DIP Credit Agreements set forth in paragraphs 22(b) and 54 herein, no provision of the DIP Orders, the DIP Credit Agreements, or any other DIP Document may be amended other than by an instrument in writing signed by the Debtors, the DIP Term Loan Required Lenders, and the DIP ABL Agent (at the direction of the DIP ABL Required Lenders); *provided* that any DIP Document other than the DIP Orders shall only require the consent of the DIP Term Loan Required Lenders for the DIP Term Loan Documents and the DIP ABL Agent (at the direction of the requisite DIP ABL Lenders) for the DIP ABL Documents. The DIP Documents (other than the DIP Budget) may from time to time be amended, modified, waived, or supplemented by the parties thereto pursuant to consent rights under the applicable DIP Credit Agreements without further order of the Court if the amendment, modification, waiver, or supplement is non-material and in accordance with the DIP Documents or is necessary to conform the terms of the DIP Documents to the DIP Orders. Updates to the DIP Budget approved pursuant to the terms of the DIP Orders and the DIP Credit Agreements shall not require any further order or approval of the Court. For the avoidance of doubt, the extension of a Milestone (as defined in the DIP Credit Agreement), modifications to the DIP Budget, or waiver of compliance with covenants in the DIP Documents shall not constitute a material amendment, modification, waiver, or supplement to the DIP Documents.

7. DIP Obligations. The DIP Orders and the DIP Documents shall constitute and evidence the validity and binding effect of the DIP Obligations respectively (including, for the avoidance of doubt, the Roll-Up Obligations), which shall be enforceable against each of the Debtors, their estates,

and any successors thereto, including, without limitation, any trustee appointed in the Chapter 11 Cases or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the “Successor Cases”). Upon the entry of the Interim Order and as ratified by this Final Order, the DIP Obligations, in each case, include all loans and any other indebtedness or obligations, contingent or absolute, matured or unmatured, which may now or from time to time be owing by any of the Debtors to the DIP Agents or any of the DIP Secured Parties under the DIP Documents, as applicable, and under this Final Order or secured by the DIP Liens, including, without limitation, all principal, accrued and unpaid interest, interest on interest, costs, fees, expenses, and other amounts owing under the DIP Documents. The Debtors shall be jointly and severally liable for the DIP Obligations. No obligation, payment, transfer, or grant of collateral security hereunder or under the DIP Documents (including any DIP Obligations or DIP Liens) shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under chapter 5 of the Bankruptcy Code, section 724(a) of the Bankruptcy Code, any other provision with respect to avoidance actions under the Bankruptcy Code, or applicable state or foreign law equivalents) or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise, but other than to the Carve Out or as expressly provided in the DIP Orders and the Lien/Claim Priorities Annex), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

8. DIP Collateral.

(a) The term “DIP Collateral” means, in each case subject to the Carve Out: (i) all property (whether tangible, intangible, real, personal, or mixed) of the Debtors, including without limitation: all cash, cash equivalents, deposit accounts, securities accounts, accounts, other receivables (including credit card receivables), chattel paper, contract rights, proceeds of real property leases, inventory (wherever located and whether raw, catalyst, finished, or a derivative via any synthesis process), instruments, documents, securities (whether or not marketable) and investment property (including, without

limitation, all of the issued and outstanding capital stock or equivalents of each of its subsidiaries), hedge agreements, furniture, fixtures, equipment (including documents of title and whether or not located on premise, and whether or not such equipment is part of the Guest Program (as defined in the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Maintain and Administer their Customer and Partner Programs and (B) Honor Certain Prepetition Business Practices Related Thereto and (II) Granting Related Relief* [Docket No. 6])), goods, franchise rights, trade names, trademarks, servicemarks, copyrights, patents, license rights, intellectual property, general intangibles (including, for the avoidance of doubt, payment intangibles), rights to the payment of money (including, without limitation, tax refunds and any other extraordinary payments), supporting obligations, guarantees, letter of credit rights, commercial tort claims, causes of action, and all substitutions, indemnification rights, domestic and foreign stock pledges, all present and future intercompany debt, books and records related to the foregoing, accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds, whether existing on the Petition Date or thereafter acquired that is not subject to valid, perfected, and non-avoidable liens or liens perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code (except for all claims and causes of action arising under sections 502(d), 544, 545, 547, 548, and 550 of the Bankruptcy Code, or applicable state law or foreign law equivalents ("Avoidance Actions"), but including, (i)(x) the proceeds of property recovered, whether by judgment, settlement, or otherwise from Avoidance Actions ("Avoidance Action Proceeds"), (y) the proceeds of property recovered, whether by judgment, settlement, or otherwise from all claims and causes of action under section 549 of the Bankruptcy Code (and section 550 of the Bankruptcy Code solely as to claims and causes of action under section 549) to recover any postpetition transfer of DIP Collateral (such actions, "Transfer Actions Proceeds"), and (z) all amounts recovered by the Debtors' estates under section 506(c) of the Bankruptcy Code ((x) through (z), the "Recovery Actions," and the proceeds of property recovered, whether by judgment, settlement, or otherwise from Recovery Actions ("Recovery Action Proceeds")) (the foregoing actions in clause (i), to the extent not already encumbered, the "Previously Unencumbered Property")), and (ii) all Prepetition Collateral; *provided*, for the avoidance of doubt, that the DIP Collateral shall not include any Excluded

Assets (as defined in the DIP Documents) but shall include any and all proceeds and products of the Excluded Assets, unless such proceeds and products otherwise separately constitute Excluded Assets; *provided, further*, that any such Previously Unencumbered Property shall constitute DIP ABL Priority Collateral or DIP Term Loan Priority Collateral in accordance with the Intercreditor Agreements depending on the type of DIP Collateral giving rise to such Recovery Action Proceeds.

(b) Subject to the DIP Documents, DIP Collateral shall be comprised of (i) Revolving Priority Collateral (as defined in the ABL Intercreditor Agreement), all products and proceeds of Revolving Priority Collateral, Previously Unencumbered Property (to the extent such Previously Unencumbered Property would have been considered Revolving Priority Collateral under the ABL Intercreditor Agreement), the ABL Intercompany Loan, and all products and proceeds of the DIP ABL Loans shall constitute “DIP ABL Priority Collateral,” and (ii) Term Loan Priority Collateral (as defined in the ABL Intercreditor Agreement), all products and proceeds of Term Loan Priority Collateral, Previously Unencumbered Property (to the extent such Previously Unencumbered Property would have been considered Term Loan Priority Collateral under the ABL Intercreditor Agreement), all products and proceeds of the DIP Term Loans, and all other DIP Collateral that is not DIP ABL Priority Collateral shall constitute “DIP Term Loan Priority Collateral,” *provided* that in no event shall any Borrowing Base Assets (as defined in the DIP ABL Credit Agreement) acquired or resulting from the use of the cash, products, and proceeds of DIP Term Loan Priority Collateral constitute DIP Term Loan Priority Collateral.

9. DIP Term Loan Liens. As security for the prompt and complete payment and performance of all DIP Term Loan Obligations when due (whether at stated maturity, by acceleration, or otherwise), effective immediately and automatically upon the entry of the Interim Order and as ratified by this Final Order (and without the need for any execution, recordation, or filing of any mortgages, deeds of trust, pledge or security agreements, lockbox or control agreements, financing statements, or any other similar documents or instruments, or the possession or control by the DIP Term Loan Agent of, or over, any assets), pursuant to sections 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, the DIP Term Loan Agent, for the benefit of itself and the other DIP Term Loan Secured Parties, was and is

hereby granted on a final basis, subject and subordinate to the Carve Out and to any Permitted Liens, and with the relative rank and priority set forth in the Lien/Claim Priorities Annex, a valid, binding, continuing, enforceable, non-avoidable, and automatically and properly perfected security interests in and liens on the DIP Collateral (the “DIP Term Loan Liens”). To the extent a DIP Term Loan Lien cannot attach to the DIP Collateral pursuant to applicable law, the DIP Term Loan Liens granted pursuant to the Interim Order and as ratified by this Final Order shall attach to the Debtors’ economic rights, including, without limitation, any and all proceeds of such DIP Collateral.

10. DIP ABL Liens. As security for the prompt and complete payment and performance of all DIP ABL Obligations when due (whether at stated maturity, by acceleration, or otherwise), effective immediately and automatically upon the entry of the Interim Order and as ratified by this Final Order (and without the need for any execution, recordation, or filing of any mortgages, deeds of trust, pledge or security agreements, lockbox or control agreements, financing statements, or any other similar documents or instruments, or the possession or control by the DIP ABL Agent of, or over, any assets), pursuant to sections 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, the DIP ABL Agent, for the benefit of itself and the other DIP ABL Secured Parties, was and is hereby granted on a final basis, subject and subordinate to the Carve Out and to any Permitted Liens, and with the relative rank and priority set forth in the Lien/Claim Priorities Annex, a valid, binding, continuing, enforceable, non-avoidable, and automatically and properly perfected security interests in and liens on the DIP Collateral (the “DIP ABL Liens,” and together with the DIP Term Loan Liens, the “DIP Liens”). To the extent a DIP ABL Lien cannot attach to the DIP Collateral pursuant to applicable law, the DIP ABL Liens granted pursuant to this Final Order shall attach to the Debtors’ economic rights, including, without limitation, any and all proceeds of such DIP Collateral.

11. DIP Lien Priority. The DIP Liens shall have the priorities set forth below and in accordance with the Lien/Claim Priorities Annex. Other than as set forth in the DIP Orders (including with respect to the Carve Out) or expressly permitted under the DIP Documents, the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in the Chapter

11 Cases or any Successor Cases and shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases or any Successor Cases, upon the conversion of any of the Chapter 11 Cases to any Successor Case, and/or upon the dismissal or conversion of any of the Chapter 11 Cases or Successor Cases. The DIP Liens shall not be subject to any of section 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the DIP Liens. As set forth in the Lien/Claim Priorities Annex, DIP ABL Liens and DIP Term Loan Liens shall rank on the Previously Unencumbered Assets in the manner prescribed under the Intercreditor Agreements.

12. DIP Superpriority Claims. Subject and subordinate to the Carve Out and in accordance with the priority set forth in the DIP Orders, effective immediately upon the entry of the Interim Order and as ratified by this Final Order, the DIP Term Loan Agent (on behalf of the DIP Term Loan Secured Parties) and the DIP ABL Agent (on behalf of the DIP ABL Secured Parties) were and are hereby granted on a final basis, pursuant to section 364(c)(1) of the Bankruptcy Code, an allowed superpriority administrative expense claim against each of the Debtors in each of the Chapter 11 Cases and any Successor Cases (collectively, the “DIP Superpriority Claims”) on account of DIP Term Loan Obligations and DIP ABL Obligations, respectively, with priority over any and all administrative expense claims and unsecured claims against the Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, at any time existing or arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726, 1113, and 1114 of the Bankruptcy Code, any other provision of the Bankruptcy Code, and any other claims against the DIP Loan Parties, including any 507(b) Claims. The DIP Superpriority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under sections 503(b) and 507(a)(2) of the Bankruptcy Code. The DIP Superpriority Claims shall have recourse against each of the Debtors on a joint and several basis. Notwithstanding the foregoing, the DIP Superpriority Claims granted to (a) the DIP ABL Agent for the benefit of the DIP ABL Lenders (the “DIP ABL Superpriority Claims”) and (b) the DIP

Term Loan Agent for the benefit of the DIP Term Loan Lenders (the “DIP Term Loan Superpriority Claims”), respectively, shall be subject to the Intercreditor Agreements and shall have the same priorities and rights with respect to the DIP Collateral as they have with respect to Prepetition Collateral of similar kind in the Intercreditor Agreements, in each case, as amended by and reflected in the Lien/Claim Priorities Annex. As set forth in the Lien/Claim Priorities Annex, DIP ABL Superpriority Claims and DIP Term Loan Superpriority Claims shall rank on the Previously Unencumbered Assets in the manner prescribed under the Intercreditor Agreements. Except as set forth in the DIP Orders or the DIP Documents, and subject in all respects to the Carve Out, no other superpriority claims shall be granted or allowed in these Chapter 11 Cases without the consent of the DIP Term Loan Required Lenders and the DIP ABL Agent (at the direction of the DIP ABL Required Lenders), and the DIP Superpriority Claims shall not be made subject to or *pari passu* with any claim heretofore or hereinafter granted or created in any of the Chapter 11 Cases or any Successor Cases without the consent of the DIP Term Loan Required Lenders and the DIP ABL Agent (at the direction of the DIP ABL Required Lenders), and shall be valid and enforceable against the Debtors (on a joint and several basis), their estates and any successors thereto, including, without limitation, any trustee appointed in any of the Chapter 11 Cases or any Successor Cases until such time as the DIP Obligations are Paid in Full.¹⁰

¹⁰ “Paid in Full” means the indefeasible repayment in full in cash of all obligations (including principal, interest, fees, prepayment premiums, expenses, indemnities, other than contingent indemnification obligations for which no claim has been asserted, and whether a claim is matured or unmatured) under the applicable credit facility, the cash collateralization or repayment in full in cash of all treasury and cash management obligations, hedging obligations, and bank product obligations, and the cancelation, replacement, backing, or cash collateralization of letters of credit, in each case, in accordance with the terms of the applicable credit facility. No facility shall be deemed to have been Paid in Full until such time as, with respect to the applicable facility, (a) the commitments to lend thereunder have been terminated, (b) with respect to the Challenge Deadline (i) the Challenge Deadline (as defined in paragraph 39 hereof) shall have occurred without the timely and proper commencement of a Challenge or (ii) if a Challenge is timely and properly asserted prior to the Challenge Deadline, upon the final, non-appealable disposition of such Challenge; and (c) with respect to the Prepetition Secured Obligations, the Prepetition Agents or the DIP Agents, as applicable, have received (i) a countersigned payoff letter in form and substance satisfactory to such Agent and (ii) releases in form and substance satisfactory to such agent, each in its sole discretion.

13. No Obligation to Extend Credit. The DIP Lenders shall have no obligations to make any loans under the DIP Documents unless all of the conditions precedent to the making of such extension of credit under the DIP Documents and/or the DIP Orders, as applicable, have been satisfied in full or waived by the DIP Term Loan Agent (at the direction of the DIP Term Loan Required Lenders) and the DIP ABL Agent (at the direction of the DIP ABL Required Lenders).

14. Use of DIP Facilities Proceeds.

(a) Subject to satisfaction (or waiver) of all applicable conditions precedent under the DIP Documents, the DIP Term Loans and the DIP ABL Loans have been or shall be made available to the Debtors: (i) on the Closing Date (as defined in the applicable DIP Credit Agreements), to pay the fees, costs, and expenses incurred in connection with the transactions contemplated hereby, and (ii) on and/or after the Closing Date: (A) for the Debtors' (and the Debtors' affiliates and subsidiaries as provided in the DIP Orders) working capital requirements and for general corporate purposes (including to fund the costs, fees, and expenses in connection with administration of the Chapter 11 Cases) in accordance with the DIP Budget (subject to the Permitted Deviations; *provided* that that the DIP Budget will not operate as a cap on professional fees), (B) for the payment of all reasonable and documented out-of-pocket costs, fees, and expenses required by the DIP ABL Documents and the DIP Term Loan Documents, and (C) to fund the Carve Out as provided in the DIP Orders, in the case of each of (i) and (ii) above, in accordance with the terms of the DIP Orders and the DIP Documents.

(b) Unless expressly consented to by the DIP Term Loan Required Lenders and the DIP ABL Required Lenders (each in their sole discretion), no proceeds of the DIP Loans (including payments from DIP Collateral and the DIP Account) shall be used (i) to make any payment in settlement or satisfaction of any prepetition claim or administrative claim (other than the DIP Obligations as provided in the DIP Orders and the DIP Credit Agreements), unless in compliance with the DIP Budget (subject to Permitted Deviations); (ii) except as expressly provided or permitted hereunder or under the DIP Term Loan Credit Agreement and the DIP ABL Credit Agreement (in either case consistent with the DIP Budget subject to the Permitted Deviations), or as otherwise approved in advance in writing (and approved by the

Court, if necessary), to make any payment or distribution, directly or indirectly (including through an intercompany set-off), to any non-Debtor affiliate; *provided* that, notwithstanding anything else in the DIP Orders or any First Day Pleadings (as defined in the DIP Term Loan Credit Agreement), any consent of the DIP Term Loan Required Lenders and the DIP ABL Agent (at the direction of the DIP ABL Required Lenders) to payments or distributions to non-Debtor Affiliates shall not be deemed, inferred, or assumed absent express line-item approval of such payment, set off, or distribution in the DIP Budget; (iii) except as expressly provided or permitted hereunder, under the DIP Credit Agreements or in the DIP Budget, or as otherwise approved in advance in writing (and approved by the Court, if necessary), to make any payment or distribution to any insider of the Debtors that is outside the ordinary course, and in no event shall any non-ordinary course management, advisory, consulting, or similar fees be paid to or for the benefit of any affiliate that is not a Debtor; (iv) to make any payment, advance, intercompany advance or transfer, or any other remittance or transfer whatsoever that is not in accordance with the DIP Credit Agreements and the DIP Budget (subject to Permitted Deviations); (v) to make any payment otherwise prohibited by the DIP Orders; or (vi) to make any intercompany loans and investments (including to and in foreign subsidiaries) unless expressly permitted by the DIP Orders or the other DIP Documents and the DIP Budget (subject to Permitted Deviations) and consented to by the DIP Term Loan Required Lenders and the DIP ABL Agent (at the direction of the DIP ABL Required Lenders). Notwithstanding any provision to the contrary in the DIP Orders or the DIP Documents, U.K. Borrower shall be permitted to borrow from the DIP ABL Facility and transfer the proceeds of such borrowings to the Debtors as ABL Intercompany Loan, which ABL Intercompany Loan shall constitute DIP ABL Obligations of the Debtors, in accordance with the DIP ABL Credit Agreement and the DIP Budget (subject to Permitted Deviations).

(c) Subject to the terms and conditions of the DIP Orders and the other DIP Documents, the DIP Borrowers, including the Debtors, are authorized to use proceeds of the DIP Term Loan Collateral in the amounts and for the expenditures set forth in the DIP Budget (subject to Permitted Deviations).

(d) For the avoidance of doubt, except as otherwise set forth in the DIP Budget (subject to Permitted Deviations) or otherwise consented to by the DIP Term Loan Required Lenders, proceeds of the DIP Term Loan Facility may not be used (i) by any non-Debtor entity or (ii) to pay any fees, costs, expenses, and/or any other amounts of any non-Debtor entity.

15. Payments Free and Clear. Any and all payments or proceeds remitted to the DIP Agents on behalf of themselves and the DIP Secured Parties, to any Prepetition Agents on behalf of themselves or Prepetition Secured Parties, or to any DIP Secured Parties or Prepetition Secured Parties, pursuant to the provisions of the Interim Order, this Final Order, or any subsequent order of this Court shall be, subject to paragraph 39 hereof only, received free and clear of any claim, charge, assessment, or other liability.

16. Authorization to Use Cash Collateral. Subject to the terms and conditions of the DIP Orders, the DIP Budget (subject to the Permitted Deviations), and the DIP Documents, the Debtors are authorized to continue using Cash Collateral. Nothing in this Final Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in the DIP Orders (including with respect to the Carve Out) and the DIP Documents. For the avoidance of doubt, except as otherwise set forth in the DIP Budget (subject to Permitted Deviations), as permitted under the DIP Orders or otherwise consented to by the DIP Term Loan Required Lenders and the DIP ABL Agent (at the direction of the DIP ABL Required Lenders), Cash Collateral may not be used (i) by any non-Debtor entity or (ii) to pay any fees, costs, expenses, and/or any other amounts of any non-Debtor entity.

17. Adequate Protection for the Prepetition Secured Parties. The Prepetition Secured Parties are entitled, pursuant to sections 361, 362, 363(e), and 364(d) of the Bankruptcy Code, to adequate protection of their respective interests in the Prepetition Collateral, including Cash Collateral, to the extent of any Diminution in Value of their interests therein. As adequate protection, the Prepetition Secured Parties are hereby granted the following (the "Adequate Protection Obligations"):

(a) Adequate Protection Liens. Solely to the extent of any Diminution in Value of their respective interests in the Prepetition Collateral, under the Interim Order and as ratified by this Final Order, (i) the Prepetition Super Priority Term Loan Agent, for the benefit of the Prepetition Super Priority Term Loan Secured Parties, was and is hereby granted on a final basis (effective and automatically perfected upon the Petition Date and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements, or other agreements), valid, perfected replacement and additional security interests in and liens (the “Prepetition Super Priority Term Loan Adequate Protection Liens”) on the DIP Collateral; (ii) the Prepetition Term Loan Agent, for the benefit of the Prepetition Term Loan Secured Parties, was and is hereby granted on a final basis (effective and automatically perfected upon the Petition Date and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements, or other agreements), valid, perfected replacement and additional security interests in and liens (the “Prepetition Term Loan Adequate Protection Liens”) on the DIP Collateral; and (iii) the Prepetition ABL Agent, for the benefit of the Prepetition ABL Secured Parties, was and is hereby granted on a final basis (effective and automatically perfected upon the Petition Date and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements, or other agreements), valid, perfected replacement and additional security interests in and liens on the DIP Collateral (the “Prepetition ABL Adequate Protection Liens,” together with the Prepetition Super Priority Term Loan Adequate Protection Liens and the Prepetition Term Loan Adequate Protection Liens, the “Adequate Protection Liens”); *provided* that each of the Adequate Protection Liens shall be subject to the Carve Out and shall otherwise have the relative rank and priority set forth in the Lien/Claim Priorities Annex. The Adequate Protection Liens shall not be subject or subordinate to any lien or security interest in the DIP Collateral (i) that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (ii) arising after the Petition Date, except as expressly provided in the DIP Orders. The Adequate Protection Liens shall be in addition to all valid and enforceable liens and security interests now existing in favor of the Prepetition Secured Parties and not in substitution therefor.

(b) Section 507(b) Claims. Solely to the extent of any Diminution in Value of their respective interests in the Prepetition Collateral, under the Interim Order and as ratified by this Final Order, each Prepetition Agent, for the benefit of the applicable Prepetition Secured Parties, was and is hereby granted on a final basis an allowed administrative expense claim as contemplated by section 507(b) of the Bankruptcy Code (each, a “507(b) Claim,” and collectively, the “507(b) Claims”) against the Debtors and their estates on a joint and several basis, which 507(b) Claims shall have priority over all other claims and administrative claims in the Chapter 11 Cases, including, without limitation, all claims of the kind specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726(b), 1113, and 1114 of the Bankruptcy Code, in each case subject only to the Carve Out and shall otherwise have the relative rank and priority set forth in the Lien/Claim Priorities Annex.

(c) Adequate Protection Fees and Expenses. The Debtors shall pay all reasonable and invoiced fees, costs, and expenses (including reasonable and invoiced legal professional fees and out-of-pocket costs and expenses) (such fees and expenses, the “Adequate Protection Fees and Expenses”) of the Prepetition Agents, and in each case one firm of legal professionals per jurisdiction for each Prepetition Agent (the “Prepetition Agents Advisors”), in connection with the negotiation, administration, and monitoring of the respective Prepetition Credit Documents and Prepetition Collateral, and in connection with these Chapter 11 Cases, whether arising prior to, on, or after the Petition Date, in each case subject to the procedures set forth in paragraphs 36(c) and 36(d) hereof.

18. DIP Budget Maintenance.

(a) The Debtors shall, immediately upon receipt of any proceeds of the DIP Term Loan Facility, deposit such amounts into a segregated escrow account (the “DIP Account”) maintained by the DIP Term Loan Agent, which amounts may only be drawn in accordance with an escrow agreement and the DIP Budget (subject to Permitted Deviations), the terms and conditions of the DIP Orders, and the DIP Term Loan Credit Agreement, and with all funds held in the DIP Account deemed to be DIP Term Loan Collateral (*provided* that the DIP Account shall not be subject to any liens of the DIP ABL Agent or the other DIP ABL Secured Parties). Once withdrawn from the DIP Account, the funds shall continue to

be DIP Term Loan Priority Collateral until such funds are first used by the Debtors, and at all times the Debtors shall, notwithstanding any potential commingling, establish commercially reasonable internal cash management procedures to allow for the continued tracing of such funds, *provided* that in no event shall any Borrowing Base Assets (as defined in the DIP ABL Credit Agreement) acquired or resulting from the use of such funds constitute DIP Term Loan Priority Collateral. Funds in the DIP Account will become available to be drawn by and/or shall be disbursed to the Debtors in accordance with the DIP Budget (subject to Permitted Deviations), the DIP Orders, and the DIP Term Loan Credit Agreement. The DIP Term Loan Agent shall be deemed to have “control” over the DIP Account for all purposes of perfection under the Uniform Commercial Code pursuant to the DIP Orders and pursuant to a control agreement acceptable to the DIP Term Loan Required Lenders.

(b) The Debtors shall use the proceeds of all borrowings under the DIP Term Loan Facility and Cash Collateral in accordance with the DIP Budget (subject to Permitted Deviations), *provided* that the DIP Budget will not operate as a cap on professional fees. The DIP Budget annexed to the Interim Order as Schedule 1 shall constitute the initial DIP Budget (the “Initial DIP Budget”), and the Initial DIP Budget was approved upon the entry of the Interim Order.

(c) The “DIP Budget”¹¹ means the rolling 13-week operating cash flow forecast/budget of the Debtors, which, in the first instance, shall be the Initial DIP Budget (which, for the avoidance of doubt, is acceptable to the DIP Term Loan Required Lenders and the DIP ABL Agent (at the direction of the DIP ABL Required Lenders), each in their sole discretion. On or prior to 5:00 p.m. (Prevailing Eastern Time) on every second Thursday beginning on May 1, 2025 (each, a “Testing Date”), the Debtors shall deliver to the DIP Term Lender Advisors and the DIP ABL Agent Advisors a revised proposed budget (a “Revised Proposed Budget”), and the DIP Term Lender Advisors and the DIP ABL Agent shall inform the Debtors no later than four (4) business days after such receipt whether such Revised

¹¹ Each DIP Budget shall set forth the Actual Restructuring Related Amounts, the Budgeted Restructuring Related Amounts, the Budgeted Disbursements, and the Budgeted Receipts, each of which is defined in the DIP Term Loan Credit Agreement.

Proposed Budget has been approved by the DIP Term Loan Required Lenders and the DIP ABL Agent (at the direction of the DIP ABL Required Lenders). A Revised Proposed Budget that is approved in accordance with this Final Order and the DIP Credit Agreements shall become the DIP Budget for all purposes herein. All approved DIP Budgets shall be sent by the Debtors to the DIP Term Loan Agent and the DIP ABL Agent for posting in the applicable lender data site. In the event a Revised Proposed Budget is not approved, or if the Debtors, the DIP Term Loan Required Lenders, and the DIP ABL Agent (at the direction of the DIP ABL Required Lenders) otherwise affirmatively agree, the DIP Budget then in effect shall continue to govern. It shall be a condition precedent to the effectiveness of the DIP Term Loan Facility and the DIP ABL Facility that the Debtors shall have delivered a DIP Budget in form and substance acceptable to the DIP Term Loan Required Lenders and the DIP ABL Required Lenders, each in their sole discretion. Compliance with the Initial DIP Budget and each subsequent DIP Budget shall be tested on each Testing Date; *provided* that upon delivery of an Approved Variance Report (as defined below) to the DIP Term Lender Advisors and DIP ABL Agent Advisors showing noncompliance with the Receipts Permitted Deviation (as defined below), the Debtors shall not be permitted to further drawings of funds from the DIP Accounts (subject to the Carve Out) unless otherwise waived by the DIP Term Loan Required Lenders or the DIP ABL Agent (at the direction of the DIP ABL Required Lenders).

(d) An “Approved Variance Report” means each budget variance report/reconciliation in form satisfactory to the DIP Term Loan Required Lenders and the DIP ABL Agent (at the direction of the DIP ABL Required Lenders) (each in their sole discretion) and delivered by the Debtors to the DIP Term Lender Advisors and the DIP ABL Agent Advisors on each Testing Date, setting forth in detail (i) the operating disbursements (the “Actual Disbursements”) on a line-by-line and aggregate basis for the two weeks ending on the Friday following the preceding applicable Testing Date (the “Testing Period”); (ii) the total receipts (collectively, the “Actual Receipts”), on a line-by-line and aggregate basis for the applicable Testing Period; (iii) a comparison (whether positive or negative, in dollars and expressed as a percentage) of (A) the Actual Receipts (and each line item thereof) for the Testing Period to the Budgeted Receipts (and each line item thereof) and (B) the Actual Disbursements (and each line item thereof) for the Testing Period

to the Budgeted Disbursements (and each line item thereof), in each case, as set forth in the DIP Budget for the applicable Testing Period; and (iv) as to each variance contained in the Approved Variance Report, an indication as to whether such variance is temporary or permanent and an analysis and explanation in reasonable detail for any variance.

(e) “Permitted Deviations” means (i) in respect of aggregate Actual Disbursements (excluding, for the avoidance of doubt, Actual Restructuring Related Amounts), 15% of Budgeted Disbursements (excluding, for the avoidance of doubt, Budgeted Restructuring Related Amounts) for each Testing Period (the “Disbursements Permitted Deviation”) and (ii) in respect of aggregate Actual Receipts, 15% Budgeted Receipts for each Testing Period (or, with the prior written consent of the DIP Term Loan Required Lenders and the DIP ABL Required Lenders (each in their sole discretion), 20%) (the “Receipts Permitted Deviation”). All spending must be consistent with the disbursements in the DIP Budget (subject to Permitted Deviations); *provided* that Professional Persons’ fees and expenses shall not be subject to the variance testing set forth in this paragraph and to the extent such fees and expenses exceed the applicable fees and expenses set forth in the DIP Budget for the applicable testing period, such excess shall be a “Permitted Budget Variance.”

19. DIP Reporting. The Debtors shall timely provide the DIP Term Lender Advisors, the DIP ABL Agent Advisors, and the Committee Professionals (each as defined below), the DIP Agents, and the Prepetition Agents with the following (in each case as may be extended by the respective DIP Term Lender Advisors and DIP ABL Agent Advisors (which may be by email)):

(a) *Biweekly Reporting.* On each Testing Date, an updated DIP Budget and an Approved Variance Report shall be delivered to the DIP Term Lender Advisors, the Committee Professionals, the DIP Agents, and the Prepetition Agents and posted to the “public side” lender sites maintained by each of the DIP Agents and Prepetition Agents; *provided* that the first reporting shall be provided on May 1, 2025.

(b) *Management Conference Calls.* Weekly from and after the Closing Date through the Maturity Date, or otherwise at the reasonable request of the DIP Term Lender Advisors and the DIP

ABL Agent Advisors, the DIP Borrowers shall hold a meeting (at a mutually agreeable time and location or telephonically) with management of the DIP Borrowers and the DIP Term Lender Advisors and the DIP ABL Agent Advisors, which meeting may include some or all of (i) the DIP Term Loan Lenders (at the discretion of the DIP Term Lender Advisors) and (ii) the DIP ABL Lenders (at the discretion of the DIP ABL Agent Advisors) and otherwise be in accordance with the DIP Credit Agreements.

(c) *Monthly Financial Statements.* As soon as available, and in any event within twenty (20) business days after the end of each of month, the consolidated financial statements as currently generated by the Debtors presenting in all material respects the financial condition, results of operations, and cash flows of Holdings and its subsidiaries.

(d) *Weekly Borrowing Base Reporting.* The Debtors shall provide weekly borrowing base certificates in form and substance consistent with the terms of the DIP ABL Credit Agreement, which shall also be provided to the DIP Term Lender Advisors and the Prepetition Agents.

(e) *ABL Reporting.* The Debtors shall provide all reports and other information as required in the DIP ABL Credit Agreement, which shall also be provided to the DIP Term Lender Advisors. The Debtors' failure to comply with or to provide the reports and other information required in the DIP ABL Credit Agreement shall constitute an Event of Default (as defined herein) following the expiration of any applicable cure period set forth in the DIP ABL Credit Agreement unless waived in accordance with the terms of the DIP ABL Credit Agreement.

20. Intercreditor Agreements. Pursuant to Section 510 of the Bankruptcy Code, the Intercreditor Agreements shall (a) remain in full force and effect, (b) continue to govern the relative priorities, rights, and remedies of the parties thereto (including the relative priorities, rights, and remedies of such parties with respect to remedies, replacement liens, administrative expense claims, and superpriority administrative expense claims or amounts payable in respect thereof), and (c) not be deemed to be amended, altered, or modified by the terms of the DIP Orders and the DIP Documents, unless expressly set forth herein or therein.

21. Modification of Automatic Stay. The automatic stay imposed under section 362 of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of the DIP Orders, including, without limitation, to: (a) permit the Debtors to grant the DIP Liens, Adequate Protection Liens, DIP Superpriority Claims, and 507(b) Claims; (b) permit the Debtors to perform such acts as the DIP Agents, the other DIP Secured Parties, or the Prepetition Term Loan Agent each may reasonably request to assure the perfection and priority of the liens granted in the DIP Orders; (c) permit the Debtors to incur all liabilities and obligations to the DIP Agents, the DIP Secured Parties, and the Prepetition Secured Parties under the Prepetition Credit Documents, the DIP Documents, the DIP Facilities, and the DIP Orders, as applicable; and (d) authorize the Debtors to make, and the DIP Agents, the DIP Secured Parties, and the Prepetition Secured Parties to retain and apply, payments in accordance with the terms of the DIP Orders.

22. Perfection of DIP Liens and Adequate Protection Liens.

(a) The DIP Orders shall be sufficient and conclusive evidence of the priority, perfection, and validity of the DIP Liens, the Adequate Protection Liens, and the other security interests granted in the DIP Orders, effective as of the Petition Date, without any further act and without regard to any other federal, state, or local requirements or law requiring notice, execution, filing, registration, recording, or possession of the DIP Collateral, or other act to validate or perfect such security interest or lien, including, without limitation, entering into any control agreements with any financial institution(s) party to a control agreement or other depository account consisting of DIP Collateral or requirement to register liens on any certificates of title (a “Perfection Act”) required to validate or perfect (in accordance with applicable law) such liens, or to entitle the DIP Secured Parties and the Prepetition Secured Parties to the liens and priorities granted in the DIP Orders. Notwithstanding the foregoing, if the DIP Agents or any of the Prepetition Agents (in the latter case, solely with respect to such Adequate Protection Liens), as applicable, shall, in its sole discretion, elect for any reason to file, record, or otherwise effectuate any Perfection Act, then such DIP Agents or Prepetition Agent (solely with respect to such Adequate Protection Liens), as applicable, is authorized to perform such act, and may reasonably request the execution, filing,

or execution, as each in its reasonable discretion deems necessary, such financing statements, notices of lien, and other similar documents to enable the DIP Agents and any Prepetition Agent to further validate, perfect, preserve, and enforce the applicable DIP Liens or other liens and security interests granted hereunder, perfect in accordance with applicable law or to otherwise evidence the applicable DIP Liens and the applicable Adequate Protection Liens, as applicable, and all such financing statements, notices, and other documents shall be deemed to have been filed or recorded as of the Petition Date, and the Debtors are authorized and directed to use commercially reasonable efforts to perform such act to the extent necessary or required by the DIP Documents, which act or acts shall be deemed to have been accomplished as of the date and time of the entry of the Interim Order notwithstanding the date and time actually accomplished, and, in such event, the subject filing or recording office is authorized to accept, file, or record any document in regard to such act in accordance with applicable law. The DIP Agents or any Prepetition Agent (solely with respect to such Adequate Protection Liens), as applicable, may choose to file, record, or present a certified copy of the Interim Order and/or this Final Order in the same manner as a Perfection Act, which shall be tantamount to a Perfection Act, and, in such event, the subject filing or recording office is authorized to accept, file, or record such certified copy of the Interim Order and/or this Final Order in accordance with applicable law. Should any of the DIP Agents or the Prepetition Agents (solely with respect to such Adequate Protection Liens), as applicable, so choose and attempt to file, record, or perform a Perfection Act, no defect or failure in connection with such attempt shall in any way limit, waive, or alter the validity, enforceability, attachment, priority, or perfection of the postpetition liens and security interests granted herein by virtue of the entry of the DIP Orders.

(b) Upon the request of the DIP Term Loan Agent (at the direction of the DIP Term Loan Required Lenders) or the DIP ABL Agent, as applicable, each applicable Debtor shall use commercially reasonable efforts to execute, acknowledge, and deliver, or shall cause to be executed, acknowledged, and delivered, all such further agreements, instruments, certificates, or documents, that the DIP Term Loan Agent (at the direction of the DIP Term Loan Required Lenders) or the DIP ABL Agent, as applicable, shall reasonably request in order to ensure and perfect, as applicable, the priorities, rights,

security interests, and remedies of the DIP Collateral for the benefit of such DIP Agent and the applicable DIP Lenders with respect to the DIP Collateral, including any filings or other action with respect to the perfection of security interests in any jurisdiction outside of the United States. Furthermore, the DIP Term Loan Agent (at the direction of the DIP Term Loan Required Lenders) or the DIP ABL Agent, as applicable, may request the Debtors to enter into non-U.S. security documentation with respect to collateral owned by non-U.S. Debtors or located in non-U.S. jurisdictions, and each Debtor and its respective officers or agents are authorized to execute, file, and record any documents or instruments as the DIP Term Loan Agent (at the direction of the DIP Term Loan Required Lenders) or the DIP ABL Agent, as applicable, may request, and all such documents and instruments shall be deemed to have been filed or recorded at the time and on the date of the entry of the Interim Order and/or this Final Order. Notwithstanding anything to the contrary contained in section 6.21(k) of the DIP Term Loan Credit Agreement, no later than thirty (30) days following the entry of this Final Order, each Foreign Subsidiary (other than an Excluded Subsidiary, Belgian Guarantor, or a U.K. Subsidiary) (each as defined in the DIP Term Loan Credit Agreement) that the DIP Term Loan Required Lenders request, in their commercially reasonable discretion, shall become a Subsidiary Guarantor (as defined in the DIP Term Loan Credit Agreement) and shall deliver such documents and take such actions reasonably requested by the DIP Term Loan Required Lenders in connection with such designation within ten (10) business days.

(c) To the extent that any Prepetition Agent is a secured party under any account control agreement, listed as an additional insured, loss payee under any of the Debtors' insurance policies, or is the secured party under any loan document, financing statement, deed of trust, mortgage, or other instrument or document that may otherwise be required under the law of any jurisdiction to validate, attach, perfect, or prioritize liens (any such instrument or document, a "Security Document"), the Prepetition Agents, the DIP Term Loan Agent, and the DIP ABL Agent, as applicable, shall also be deemed to be the secured party under each such Security Document, and shall have all the rights and powers attendant to that position (including, without limitation, rights of enforcement), and shall act in that capacity and distribute any proceeds recovered or received subject to the Carve Out and in accordance with the terms of the Interim

Order and/or this Final Order, as applicable, the other DIP Term Loan Documents, and the Intercreditor Agreements. Each Prepetition Agent shall serve as a gratuitous bailee for the DIP Term Loan Agent and the DIP ABL Agent solely for the purposes of perfecting its security interests in and liens on all DIP Collateral that is of a type such that perfection of a security interest therein (but for the entry of the DIP Orders) may be accomplished only by possession or control by a secured party to the extent such Prepetition Agent possesses or controls any such DIP Collateral.

23. Application of Proceeds of DIP Collateral. Subject to the Carve Out and the limitations set forth in the Intercreditor Agreements and the DIP Orders, and to the priority rights of any holders of Permitted Liens, proceeds of DIP Collateral shall be applied in accordance with the terms of the DIP Orders (including the Lien/Claim Priorities Annex).

(a) All cash, collections, and proceeds received from the disposition or otherwise on account of DIP ABL Priority Collateral shall be, and in any event shall be deemed to be, subject to the Intercreditor Agreements (except that the DIP ABL Priority Collateral consisting of the ABL Intercompany Loan shall not be subject to the manner of application set forth in the Intercreditor Agreements), transferred to the DIP ABL Agent on each business day and applied, subject to the applicable priorities and terms of the Intercreditor Agreements, the DIP Orders, and the Lien/Claim Priorities Annex, on each business day (and the DIP ABL Agent is hereby authorized to effectuate such transfers and application) in accordance with the DIP ABL Credit Agreement, including, without limitation, the application of all such cash, collections and proceeds on account of DIP ABL Priority Collateral, to the Prepetition ABL Obligations in accordance with the DIP ABL Credit Agreement, thereby creating a dollar-for-dollar exchange of the Prepetition ABL Obligations for the DIP ABL Obligations under the DIP ABL Facility pursuant to the Creeping ABL Roll-Up.

(b) All cash from withdrawals from the DIP Account or otherwise on account of DIP Term Loan Priority Collateral shall be, and in any event shall be deemed to be, pursuant to the DIP Orders and notwithstanding anything to the contrary in any Intercreditor Agreement, DIP Term Loan Priority Collateral for the benefit of the DIP Term Loan Agent (for the benefit of the DIP Term Loan Secured

Parties), *provided* that in no event shall any Borrowing Base Assets (as defined in the DIP ABL Credit Agreement) acquired or resulting from the use of such cash constitute DIP Term Loan Priority Collateral.

(c) The Debtors shall not, directly or indirectly, voluntarily purchase, redeem, defease, or prepay any principal of, premium, if any, interest, or other amount payable in respect of any secured funded indebtedness prior to its scheduled maturity, other than the obligations expressly authorized by an order of the Court.

24. Protections of Rights of the DIP Agents and DIP Secured Parties.

(a) *The DIP Secured Parties.* Subject to the Carve Out and the Permitted Liens, unless the DIP Secured Parties and the DIP Agents (as applicable, in each case in respect of the applicable DIP Obligations and the DIP Liens on any DIP ABL Priority Collateral or DIP Term Loan Priority Collateral) shall have provided their prior written consent, there shall not be entered in any of these Chapter 11 Cases or any Successor Cases any order (including any order confirming any plan of reorganization or liquidation) that authorizes any of the following: (i) the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the DIP Collateral and/or that is entitled to administrative priority status, other than the Carve Out, in each case that is superior to or *pari passu* with the DIP ABL Liens (solely in respect of any DIP ABL Priority Collateral), the DIP Term Loan Liens (solely in respect of any DIP Term Loan Priority Collateral), the DIP ABL Superpriority Claims (solely in respect of any DIP ABL Priority Collateral), the DIP Term Loan Superpriority Claims (solely in respect of any DIP Term Loan Priority Collateral), and/or the other DIP Protections provided to the DIP Secured Parties; (ii) the use of Cash Collateral for any purpose that is not permitted in the DIP Orders and the DIP Documents, or (iii) any modification of any of the DIP Secured Parties' rights under the DIP Orders and the DIP Documents with respect to any DIP Obligations.

(b) The Debtors will (i) reasonably cooperate with, consult with, and provide to the DIP Secured Parties and the respective DIP Term Lender Advisors and the DIP ABL Agent and DIP ABL Agent Advisors (with copies to the Prepetition Agents), respectively, all such information and documents that any or all of the Debtors are obligated (upon their reasonable request) to provide under the DIP

Documents, or the provision of the DIP Orders, excluding any information subject to attorney-client, work product, or similar privilege, (ii) upon reasonable advance notice, permit consultants, advisors, and other representatives (including third party representatives) of the DIP Secured Parties to discuss, and provide advice with respect to, the Debtors' respective affairs, finances, properties, business operations, and accounts with their respective officers, employees, independent public accountants, and other professional advisors (other than legal counsel), and (iii) permit the DIP Secured Parties and their respective consultants, advisors, and other representatives to consult with the Debtors' management and advisors on matters concerning the Debtors' businesses, financial condition, operations, and assets. Notwithstanding anything to the contrary contained herein, the Debtors do not waive any right to attorney-client, work product, or similar privilege, and the Debtors shall not be required to provide the DIP Secured Parties, the Prepetition Agents, or any of their respective counsel and financial advisors with any information subject to attorney-client privilege or consisting of attorney work product.

25. Credit Bidding. In connection with any sale process authorized by the Court, whether effectuated through section 363, 725, or 1123 of the Bankruptcy Code, (a) the DIP Term Loan Agent (at the direction of the DIP Term Loan Required Lenders) and the DIP ABL Agent (at the direction of the DIP ABL Required Lenders), for the benefit of the DIP Term Loan Secured Parties or the DIP ABL Secured Parties, respectively, and, solely with respect to any DIP ABL Priority Collateral, the DIP ABL Agent for the benefit of the DIP ABL Secured Parties, and solely with respect to any DIP Term Loan Priority Collateral, the DIP Term Loan Agent for the benefit of the DIP Term Loan Secured Parties, shall have the right to credit bid the full amount of the DIP Obligations (including any Roll-Up Obligations) (subject, in the case of any credit bid with respect to DIP ABL Priority Collateral, to the rights and priorities thereto of the DIP ABL Secured Parties, and in the case of any credit bid with respect to DIP Term Loan Priority Collateral, to the rights and priorities thereto of the DIP Term Loan Secured Parties) in whole or in part, in connection with any sale or disposition of assets in the Chapter 11 Cases and shall not be prohibited or limited from making such credit bid "for cause" under section 363(k) of the Bankruptcy Code and (b) subject to the Intercreditor Agreements and the terms of the DIP Orders, including the Lien/Claim

Priorities Annex and paragraph 39 hereof, the Prepetition Agents (at the direction of holders of a majority of the applicable Prepetition Secured Obligations), for the benefit of the applicable Prepetition Secured Parties, shall have the right to credit bid the respective Prepetition Secured Obligations, in whole or in part, in connection with any sale or disposition of assets in the Chapter 11 Cases and shall not be prohibited or limited from making such credit bid “for cause” under section 363(k) of the Bankruptcy Code.

26. Proceeds of Subsequent Financing. If the Debtors, any trustee, any examiner with expanded powers, or any responsible officer subsequently appointed in these Chapter 11 Cases or any Successor Cases shall obtain credit or incur debt pursuant to sections 364(b), 364(c), and 364(d) of the Bankruptcy Code in violation of the DIP Documents or the DIP Orders at any time, including subsequent to the confirmation of any chapter 11 plan with respect to any or all of the Debtors (if applicable), then all the cash proceeds derived from such credit or debt shall immediately be applied in accordance with the DIP Orders, the Intercreditor Agreements, and the DIP Documents.

27. Disposition of DIP Collateral.

(a) Except as otherwise provided for in the DIP Documents or the DIP Budget, the Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral or any Prepetition Collateral (or enter into any binding agreement to do so) without the prior written consent of the DIP Term Loan Agent (at the direction of the DIP Term Loan Required Lenders) and the DIP ABL Agent (at the direction of the requisite DIP ABL Lenders), or solely in the case of any DIP ABL Priority Collateral, the DIP ABL Agent (at the direction of the DIP ABL Required Lenders), or solely in the case of any DIP Term Loan Priority Collateral, the DIP Term Loan Agent, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Agents, the DIP Secured Parties, respectively, or any order of this Court, until the DIP Obligations are Paid in Full in cash (or with respect to any letters of credit, cash collateralized) and, thereafter, subject to the Intercreditor Agreements, without the prior written consent of the applicable Prepetition Agents (acting at the direction of the applicable required Prepetition Secured Parties) (and no consent shall be implied from any other action, inaction, or

acquiescence by any Prepetition Secured Party or any order of this Court) until the Prepetition Secured Obligations are Paid in Full in cash.

(b) From the Petition Date until the DIP Obligations have been Paid in Full in cash (or with respect to any letters of credit, cash collateralized) or such other treatment with respect to the DIP Obligations solely to the extent expressly consented to in a writing prior thereto by the DIP Required Lenders, as applicable, all cash receipts, Cash Collateral, and all proceeds from the sale, lease, transfer, encumbrance, or other disposition of, or other revenue of any kind attributable to, any DIP Collateral or Prepetition Collateral that is now in, or shall hereafter come into, the possession or control of any of the Debtors, or to which any of the Debtors is now or shall hereafter become entitled shall, to the extent provided in the DIP Orders, be subject to the DIP Liens and Adequate Protection Liens, respectively (and shall be treated in accordance with the DIP Orders, including the Lien/Claim Priorities Annex, the DIP Documents, and the Intercreditor Agreements). Thereafter, all proceeds from the sale, transfer, lease, encumbrance, or other disposition of any DIP Collateral shall be remitted in accordance with the Intercreditor Agreements.

28. Maintenance of DIP Collateral and Prepetition Collateral; Cash Management.

Unless (a) the Debtors have the consent of the DIP Term Loan Agent (at the direction of the DIP Term Loan Required Lenders) and the DIP ABL Agent (at the direction of the DIP ABL Required Lenders), as applicable, or, solely with respect to the DIP ABL Priority Collateral, the DIP ABL Agent (at the direction of the DIP ABL Required Lenders), and solely with respect to the DIP Term Loan Priority Collateral, the DIP Term Loan Agent, or (b) the DIP Secured Parties' obligations to extend credit under the DIP Documents as provided therein has been terminated, the Debtors shall (i) insure the Prepetition Collateral and the DIP Collateral as required under DIP Documents and the Prepetition Credit Documents, and (ii) maintain the cash management system in effect as of the Petition Date, as modified by the DIP Orders or other order of the Court, or as otherwise agreed to by the DIP Term Loan Agent (at the direction of the DIP Term Loan Required Lenders) and the DIP ABL Agent (at the direction of the DIP ABL Required Lenders). The Debtors shall not open any new deposit or securities account that is not subject to the liens

and security interests of each of the DIP Secured Parties, and any such accounts shall be subject to the lien priorities and other provisions set forth in the DIP Orders. To the extent that any of the Prepetition Secured Parties are listed as additional insured and/or loss payee under the DIP Secured Parties' insurance policies, upon the entry of the Interim Order and as ratified by this Final Order and to the fullest extent provided by applicable law, the DIP Agents shall be, and shall be deemed to be, without any further action or notice, named as an additional insured and loss payee on each insurance policy maintained by the DIP Loan Parties that covers the DIP Collateral, and the DIP Agents shall distribute any proceeds recovered or received in respect of any such insurance policies, subject to the Carve Out, in accordance with the terms DIP Documents and the DIP Orders (including the Lien/Claim Priorities Annex), and subject to the terms and conditions of the Intercreditor Agreements.

29. DIP Facilities Termination Events. The occurrence of any of the following, unless waived or extended (as applicable) in writing by the DIP Required Lenders, which may be by email from counsel, shall constitute a "DIP Termination Event" under this Final Order (each a "DIP Termination Event," and the date upon which the earliest such DIP Termination Event occurs, the "DIP Termination Date"):

(a) the occurrence of the Maturity Date (as defined in the DIP Term Loan Credit Agreement or the DIP ABL Credit Agreement);

(b) the Debtors' board of directors approves a restructuring transaction or the Debtors file or support the filing of a plan with the Court that does not have the support or consent of the DIP Term Loan Required Lenders and the requisite DIP ABL Lenders;

(c) failure by the DIP Loan Parties to comply with any of the Milestones (as defined in the DIP Term Loan Credit Agreement or the DIP ABL Credit Agreement) to the extent such Milestones remain in force; and

(d) the occurrence of any Event of Default (under and as defined in the DIP Term Loan Credit Agreement or the DIP ABL Credit Agreement) (subject to any applicable notice or grace periods specified in the DIP Orders, the DIP Term Loan Credit Agreement, or the DIP ABL Credit Agreement).

30. DIP Facilities Termination.

(a) The DIP Term Loan Agent (at the direction of the DIP Term Loan Required Lenders) or the DIP ABL Agent (at the direction of the DIP ABL Required Lenders), shall promptly provide notice to counsel to the DIP Agents, the DIP Lenders, counsel to the Committee, and counsel to the DIP Lenders of the occurrence of any DIP Termination Event. Upon the occurrence and during the continuation of a DIP Termination Event and following the giving of not less than five (5) business days' advance written notice by counsel for the applicable DIP Agent, which may be by email (such period, the "Notice Period," and such notice, the "Enforcement Notice"), to counsel to the Debtors, the U.S. Trustee, counsel to the DIP Lenders, counsel to the non-noticing DIP Agent, and counsel to the Committee, subject to the obligations with respect to the Carve Out and subject to paragraph 30(b) hereof, (i) the DIP Agents, acting at the direction of the applicable DIP Required Lenders (as set forth in the applicable DIP Documents) may exercise any rights and remedies against the DIP Collateral available to them under the DIP Orders, the DIP Documents, and applicable non-bankruptcy law, and the DIP Secured Parties may exercise such rights available to them under the DIP Documents or the DIP Orders; (ii) the Prepetition Secured Parties may exercise any rights and remedies to satisfy the Prepetition Secured Obligations and Adequate Protection Obligations, subject to the DIP Obligations, the DIP Superpriority Claims, the Permitted Liens (if any), and consistent with the Prepetition Credit Documents, including the Intercreditor Agreements, and the relative rights and priorities as set forth in the Lien/Claim Priorities Annex, including, without limitation, to charge interest at the default rate under the DIP Term Loan Facility or under the DIP ABL Facility; and (iii) the commitment of each DIP Lender to make DIP Loans will be terminated to the extent any such commitment remains under the DIP Facilities. The automatic stay pursuant to section 362 of the Bankruptcy Code shall be automatically modified with respect to the DIP Secured Parties and the Prepetition Secured Parties at the end of the Notice Period, without further notice or order of the Court, unless (A) the DIP ABL Agent (at the direction of the DIP ABL Required Lenders), the DIP Term Loan Agent (at the direction of the DIP Term Loan Required Lenders) and the Prepetition Agents (at the direction of the applicable requisite lenders), as applicable, elect otherwise in a written notice to the Debtors, and/or (B) the Court has

determined that a DIP Termination Event has not occurred and/or is not continuing and/or (C) the Court orders otherwise.

(b) Upon delivery of an Enforcement Notice, each of the DIP Secured Parties, the Prepetition Secured Parties, the Debtors, and the Committee, as applicable, consent to a hearing on an expedited basis to consider (i) whether a DIP Termination Event has occurred and (ii) any appropriate relief (including, without limitation, the Debtors' non-consensual use of Cash Collateral); *provided* that if a request for such hearing is made prior to the end of the Notice Period, then the Notice Period shall be continued until the Court hears and rules with respect thereto. During the Notice Period, notwithstanding anything to the contrary set forth in paragraph 30(a) hereof, (i) the DIP Secured Parties may not exercise any default rights or remedies to satisfy the DIP Obligations, including any default rights and remedies against the DIP Collateral or any of the default rights set forth in paragraph 30(a) hereof, (ii) the Prepetition Secured Parties may not exercise any default rights or remedies to satisfy the Prepetition Secured Obligations and the Adequate Protection Obligations, including any rights or remedies against the Prepetition Collateral or any of the default rights set forth in paragraph 30(a) hereof, and (iii) the Debtors shall continue to have the right to use the proceeds of the DIP Facilities (the "DIP Proceeds") and the Cash Collateral solely to fund expenses critically necessary to preserve the value of the Debtors' business and the DIP Collateral, which expenses are in accordance with the DIP Budget. At the end of the Notice Period, unless the Court has entered an order to the contrary or otherwise fashioned an appropriate remedy, the Debtors' right to use the DIP Proceeds and the Cash Collateral shall immediately cease, unless otherwise provided herein, and the Prepetition Secured Parties, the DIP Agents and the DIP Lenders shall have the rights set forth in the paragraph immediately above, without the necessity of seeking relief from the automatic stay.

(c) Notwithstanding anything in this Final Order (except paragraph 30 hereof, with respect to the Term Loan Priority Collateral) or the DIP ABL Documents to the contrary, none of the Prepetition Secured Parties shall be permitted to exercise any rights or remedies with respect to any

Prepetition Collateral or DIP Collateral unless and until the DIP ABL Obligations are indefeasibly Paid in Full.

(d) Notwithstanding the foregoing, and irrespective of the Notice Period, but except solely as otherwise expressly provided with respect to the Carve Out, the DIP Lenders shall not be obligated to provide any DIP Loans, withdrawals from the DIP Account, or advances at any time a Default (as defined in the applicable DIP Credit Agreements) or Event of Default has occurred and is continuing or after a DIP Termination Event.

31. Carve Out.

(a) *Carve Out.* As used in this Final Order, the “Carve Out” means the sum of (i) all fees required to be paid to the Clerk of the Court and to the 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 \$70,000.00 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 at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the “Allowed Professional Fees”) incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the “Debtor Professionals”) and by the Committee, pursuant to section 328 or 1103 of the Bankruptcy Code (the “Committee Professionals” and, together with the Debtor Professionals, the “Professional Persons”) at any time before or on the first business day following delivery by the DIP ABL Agent or the DIP Term Loan Agent of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed \$2,500,000.00 incurred after the first business day following delivery by the DIP ABL Agent or the DIP Term Loan Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “Post-Carve Out Trigger Notice Cap,” of which the foregoing \$2,500,000.00 shall be funded into a reserve account under the exclusive control of the Debtors from proceeds from the Interim Draw of DIP Term Loans (the “Term Loan Carve Out Amount”).

For the avoidance of doubt, the DIP Term Loan Agent, for the benefit of the DIP Term Loan Secured Parties, shall maintain a first lien security interest in the Term Loan Carve Out Amount, and no party other than the DIP Term Loan Agent, for the benefit of the DIP Term Loan Secured Parties, and the Term Loan Carve Out Amount shall be considered DIP Term Loan Priority Collateral. For purposes of the foregoing, “Carve Out Trigger Notice” shall mean a written notice delivered by email (or other electronic means) by the DIP ABL Agent or DIP Term Loan Agent to the Debtors, their lead restructuring counsel, the U.S. Trustee, and counsel to the Committee, which notice may be delivered following the occurrence and during the continuation of an Event of Default and acceleration of the DIP Obligations under the DIP ABL Credit Agreement or the DIP Term Loan Credit Agreement, respectively, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) *Fee Estimates.* Not later than 7:00 p.m. (Prevailing Eastern Time) on the third business day of each week starting with the first full calendar week following the Petition Date, each Professional Person shall deliver to the Debtors a statement setting forth a good-faith estimate of the unpaid amount of fees and expenses (collectively, “Estimated Fees and Expenses”) incurred during the preceding week by such Professional Person (through Saturday of such week, the “Calculation Date”), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a “Weekly Statement”); *provided* that within one (1) business day of the occurrence of the Termination Declaration Date (as defined below), each Professional Person shall deliver one additional Weekly Statement (the “Final Statement”) setting forth a good-faith estimate of unpaid amount of fees and expenses incurred during the period commencing on the calendar day after the prior Calculation Date and concluding on the Termination Declaration Date (and the Debtors shall cause each such Weekly Statement or Final Statement to be delivered promptly to the DIP ABL Agent and DIP Term Loan Agent). If any Professional Person fails to deliver a Weekly Statement or Final Statement within two (2) calendar days after such Weekly Statement or Final Statement is due, such Professional Person’s entitlement to any funds in the Pre-Carve Out Trigger Notice Reserve (as defined below) with

respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Professional Person failed to deliver a Weekly Statement or Final Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the DIP Budget for such period for such Professional Person.

(c) *Carve Out Reserves.*

(i) Commencing on April 24, 2025, and on or before the Thursday of each week thereafter until a Termination Declaration Date, the Debtors shall utilize all cash on hand as of such date solely from any bank or deposit accounts that are not Collections Account (as defined below) (the “Disbursement Account”) and, to the extent insufficient, available cash held in escrow on account of the DIP Term Loans that has been funded by the DIP Term Loan Lenders but has not yet been disbursed to the Debtors (excluding, for the avoidance of doubt, any amounts held in any Collections Account),¹² to fund a reserve in an amount equal to the sum of (A) the greater of (1) the aggregate unpaid amount of all Estimated Fees and Expenses reflected in the Weekly Statements delivered on the immediately prior Wednesday to the Debtors and the DIP Term Loan Agent and the DIP ABL Agent and (2) the aggregate amount of unpaid Allowed Professional Fees contemplated to be incurred in the DIP Budget during such week, *plus* (B) the Post-Carve Out Trigger Notice Cap, *plus* (C) an amount equal to the amount of Allowed Professional Fees set forth in the DIP Budget for the two weeks occurring after the most recent Calculation Date. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust (the “Funded Reserve Account”) to pay such Allowed Professional Fees (the “Funded Reserves”) prior to any and all other claims, and all payments of Allowed Professional Fees incurred prior to the Termination Declaration Date shall be paid first from such Funded Reserve Account.

¹² “Collection Account” means any deposit account into which Collections of the Debtors and the other Loan Parties are made or deposited and any other Deposit Account of the Debtors and the other Loan Parties which are subject to a deposit control Agreement.

(ii) On the day on which a Carve Out Trigger Notice is given by either the DIP ABL Agent or the DIP Term Loan Agent, to the Debtors with a copy to counsel to the Committee, and the DIP Agent not delivering such notice (the “Termination Declaration Date”), the Carve Out Trigger Notice shall constitute a demand to the Debtors, and the Debtors shall utilize all cash on hand as of such date solely from Disbursement Account and, to the extent insufficient, available cash held in escrow on account of the DIP Term Loans that has been funded by the DIP Term Loan Lenders but has not yet been disbursed to the Debtors (excluding, for the avoidance of doubt, any amounts held in any Collections Account), to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees *plus* the amounts set forth in paragraph 31(a)(i)-(ii); *provided* that any such draw from the DIP Account shall be honored notwithstanding any conditions in the DIP Term Loan Documents. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust to pay such then unpaid Estimated Fees and Expenses (the “Pre-Carve Out Trigger Notice Reserve”) prior to any and all other claims.

(iii) On the Termination Declaration Date, the Carve Out Trigger Notice shall also constitute a demand to the Debtors to utilize all cash on hand as of such date solely from Disbursement Account and, to the extent insufficient, available cash held in escrow on account of the DIP Term Loans that has been funded by the DIP Term Loan Lenders but has not yet been disbursed to the Debtors (excluding, for the avoidance of doubt, any amounts held in any Collections Account), to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust to pay such Allowed Professional Fees benefiting from the Post-Carve Out Trigger Notice Cap (the “Post-Carve Out Trigger Notice Reserve” and, together with the Pre-Carve Out Trigger Notice Reserve, the “Carve Out Reserves”) prior to any and all other claims.

(iv) For the avoidance of doubt, the DIP Term Loan Agent, for the benefit of the DIP Term Loan Secured Parties, shall maintain a first priority security interest in the Funded Reserve Account, Pre-Carve Out Trigger Notice Reserve Account, and the Carve Out Reserves, junior only to the Carve Out, in the amount of the Term Loan Carve Out Amount. No other party, including the DIP ABL Secured

Parties, shall be entitled to a *pari passu* or residual interest in the Funded Reserve Account until the DIP Term Loan Agent (for the benefit of the DIP Term Loan Secured parties) has received payment in full in an amount equal to the Term Loan Carve Out Amount. To the extent that the Funded Reserve Account contains more than the Term Loan Carve Out Amount after accounting for payments made on account of Pre-Carve Out Amounts and Post-Carve Out Amounts, then the DIP Term Loan Agent, for the benefit of the DIP Term Loan Parties and the DIP ABL Agent, for the benefit of the DIP ABL Secured Parties, shall maintain a *pari passu*, first-priority secured interest in the Funded Reserve Account, the Pre-Carve Out Trigger Notice Reserve Account, and the Carve Out Reserves, junior only to the Carve Out, with the residual interest to be *pro rata* based on the funds deposited by each set of DIP Secured Parties into such accounts and reserves, which accounts and proceeds thereof to be utilized in accordance with this paragraph 31.

(d) *Application of Carve Out Reserves.*

(i) All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (a)(i) through (a)(iii) of the definition of Carve Out set forth above (the “Pre-Carve Out Amounts”), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until the obligations set forth in clauses (a)(i) through (a)(iii) are indefeasibly Paid in Full.

(ii) All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the “Post-Carve Out Amounts”).

(iii) If either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 31(c), then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively (subject to the limits contained in the Post-Carve Out Trigger Notice Cap), shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in paragraph 31(c), prior to making any payments to the DIP Term Loan Agent and DIP ABL Agent (as set forth above) on account of the DIP Term Loan Obligations and DIP ABL Obligations

until indefeasibly Paid in Full, and thereafter to the Prepetition Secured Parties in accordance with their rights and priorities as set forth in the DIP Orders and the Lien/Claim Priorities Annex.

(iv) Following delivery of a Carve Out Trigger Notice, the DIP Agents and the Prepetition Secured Parties shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors in the Disbursement Accounts until the Carve Out Reserves have been fully funded, but the DIP ABL Agent shall be permitted to sweep and foreclose on cash deposited in the Collections Accounts.

(v) Furthermore, notwithstanding anything to the contrary in this Final Order, (A) disbursements by the Debtors from the Carve Out Reserves shall not constitute DIP Loans or increase or reduce the DIP Obligations, (B) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out with respect to any shortfall (as described below), and (C) subject to the limitations with respect to the DIP Agents, DIP Lenders, and the Prepetition Secured Parties set forth in this paragraph 31, in no way shall the Initial DIP Budget, any subsequent DIP Budget, the Carve Out, the Post-Carve Out Trigger Notice Cap, or the Carve Out Reserves, or any of the foregoing, be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Final Order, the DIP ABL Credit Agreement, or the DIP Term Loan Credit Agreement, the Carve Out shall be senior to all liens and claims securing the DIP ABL Credit Agreement or the DIP Term Loan Credit Agreement, the Adequate Protection Liens, and the 507(b) Claims, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition Secured Obligations; provided that, in no event, shall the funds in the Collections Account be used for the Carve Out and the DIP ABL Agent shall be permitted to sweep and foreclose on cash deposited in the Collections Accounts free and clear of all liens, claims, and encumbrances.

(e) *No Direct Obligation to Pay Allowed Professional Fees.* None of the DIP Agents, DIP Lenders, or the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or

any successor cases under any chapter of the Bankruptcy Code. Nothing in this Final Order or otherwise shall be construed to obligate the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(f) *Payment of Allowed Professional Fees Prior to the Termination Declaration Date.*

Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

(g) *Payment of Carve Out on or After the Termination Declaration Date.* Following the delivery of the Carve Out Trigger Notice, all Allowed Professional Fees shall be paid from the applicable Carve Out Reserve, and no Professional Person shall seek payment of any Allowed Professional Fees from any other source until the applicable Carve Out Reserve has been exhausted. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis. Any funding of the Carve Out shall be added to, and made a part of, the DIP Obligations secured by the DIP Collateral and shall be otherwise entitled to the protections granted under the DIP Orders, the DIP Documents, the Bankruptcy Code, and applicable law.

32. Reservation of Rights. Nothing in the Interim Order or this Final Order shall be construed as a waiver of any right of the DIP Secured Parties or the Prepetition Secured Parties with respect to any retention application, fee statement, interim application, or monthly application issued or filed by the Professional Persons. Notwithstanding anything to the contrary in the DIP Orders or the DIP Documents, (a) in no event shall any DIP Lender be required to fund any amounts in excess of its DIP Commitment and (b) the payment of any Allowed Professional Fees pursuant to the Carve Out shall not (i) reduce any Debtor's obligations owed to the DIP Agents, any DIP Lenders, the DIP Secured Parties, the Prepetition Agents, and the Prepetition Secured Parties (whether under the DIP Orders or otherwise) or (ii) modify, alter, or otherwise affect any of the liens and security interests of such parties (whether granted

under the DIP Orders or otherwise) in the Prepetition Collateral or the DIP Collateral (or their claims against the Debtors).

33. Limitations on Use of DIP Proceeds, Cash Collateral, and Carve Out. No DIP Proceeds, the DIP Collateral, the Prepetition Collateral, the Carve Out, or any Cash Collateral may be used by the DIP Loan Parties or any other party in interest, or their representatives, to (or support any other party to) (a) investigate, analyze, commence, prosecute, threaten, litigate, object to, contest, or challenge in any manner or raise any defenses to the debt, collateral position, liens, or claims of the DIP Agents, any of the DIP Secured Parties, or any of the Prepetition Secured Parties, whether by (i) challenging the validity, extent, amount, perfection, priority, or enforceability of the DIP ABL Obligations, the DIP Term Loan Obligations, or the Prepetition Secured Obligations, (ii) challenging the validity, extent, perfection, priority, or enforceability of the DIP Term Loan Liens, the DIP ABL Liens, the Prepetition Liens, or any mortgage, security interest, or lien with respect thereto, or any other rights or interests or replacement liens with respect thereto or any other rights or interests of any of the DIP Agents, the DIP Secured Parties, any Prepetition Agent, or the Prepetition Secured Parties, (iii) seeking to subordinate (other than to the Carve Out or as expressly set forth in the DIP Orders) or recharacterize the DIP ABL Obligations, the DIP Term Loan Obligations, or any of the Prepetition Secured Obligations, or to disallow or avoid any claim, mortgage, security interest, lien, or replacement lien or payment thereunder, or (iv) asserting any claims or causes of action, including, without limitation, any Avoidance Actions, against the DIP Agents, any of the other DIP Secured Parties, any Prepetition Agent, or any of the other Prepetition Secured Parties, or any of their respective Representatives; (b) prevent, hinder, or otherwise delay the DIP Agents', any of the other DIP Secured Parties', or any of the Prepetition Secured Parties' assertion, enforcement, or realization on the DIP Collateral or the Prepetition Collateral in accordance with the DIP Orders and the DIP Documents, or the Prepetition Credit Documents, or the exercise of rights by the DIP Agents or any Prepetition Agents, as applicable, once a DIP Term Loan Termination Event, an Event of Default or DIP ABL Termination Event has occurred and is continuing; (c) seek to modify the rights granted to the DIP Agents, any of the other DIP Secured Parties, or any of the Prepetition Secured Parties under the DIP Documents or the Prepetition

Credit Documents, respectively, in each case without such parties' prior written consent, which may be given or withheld by such party in the exercise of its respective sole discretion; or (d) pay any amount on account of any claims arising prior to the Petition Date unless such payments are (i) approved by an order of the Court (which order may be the Interim Order or this Final Order) and (ii) permitted by the DIP Documents; *provided* that prior to the Challenge Deadline (as defined below), an investigation budget of no more than \$200,000 (the "Investigation Budget") of the DIP Facilities, the DIP Collateral, the Prepetition Collateral, including Cash Collateral, and the proceeds thereof used to fund the Carve Out, may be used by the Committee to investigate (but not to prepare, initiate, litigate, prosecute, object to, or otherwise Challenge) the claims, causes of action, adversary proceedings, or other litigation against the Prepetition Secured Parties solely concerning the legality, validity, priority, perfection, enforceability, or extent 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 Secured Obligations.

34. Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Final Order. Based on the findings set forth in the Interim Order and this Final Order and the record made during the Interim Hearing and the Final Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Final Order are hereafter modified, amended, waived, or vacated by a subsequent order of this Court or any other court of competent jurisdiction, each of the DIP Agents, the other DIP Secured Parties, and the respective Prepetition Secured Parties is entitled to the protections provided in section 364(e) of the Bankruptcy Code. Any such modification, amendment, waiver, or vacatur shall not affect the validity and enforceability of any advances previously made, including advances made or deemed made hereunder, or any lien, claim, priority, or other DIP Protections, 507(b) Claims, or Adequate Protection Liens authorized or created hereby, unless such authorization and the incurrence of such debt, or the granting of such priority or lien, is stayed pending appeal. Any liens, claims or DIP Protections, 507(b) Claims, or Adequate Protection Liens granted to the DIP Secured Parties and Prepetition Secured Parties, respectively, hereunder arising prior to the effective date of any such reversal, modification, amendment, or vacatur of this Final Order shall be governed in all

respects by the original provisions of this Final Order, including, without limitation, entitlement to all rights, remedies, privileges, and benefits granted herein; *provided* that this Final Order was not stayed by court order after due notice had been given to the DIP Agents and each of the Prepetition Agents at the time the advances were made or the liens, claims, priorities, or DIP Protections, 507(b) Claims, or Adequate Protection Liens were authorized and/or created.

35. Section 507(b) Reservation. Subject only to the Carve Out, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the Chapter 11 Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition Secured Parties that the adequate protection granted in the DIP Orders does in fact adequately protect any of the Prepetition Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including Cash Collateral).

36. DIP Interest, Fees, Costs, Indemnities, and Expenses.

(a) The DIP Term Loan Obligations and the DIP ABL Obligations shall bear interest and incur fees at the respective rates, and be due and payable (and paid), as set forth in, and in accordance with the terms and conditions of, the DIP Orders and the applicable DIP Documents, in each case without further notice, motion, or application to, order of, or hearing before, this Court. The Debtors shall have paid and continue to pay all reasonable and invoiced fees, costs, indemnities, and expenses (including reasonable and invoiced legal and other professional fees and expenses) (such fees and expenses, the “DIP Fees and Expenses”) of the DIP Term Loan Secured Parties and respective DIP Term Lender Advisors (as defined below), the DIP ABL Agent and the DIP ABL Agent Advisors, and other charges payable under the terms of the DIP Documents to the DIP Secured Parties as and when due thereunder, including, without limitation, (i) all fees and other amounts owed to the DIP Agents and the DIP Lenders, (ii) a premium totaling 10.00% of the aggregate principal amount of the DIP Term Loan Commitments, payable in-kind in the form of additional DIP Term Loans to all Backstop Parties (as defined in the DIP Term Loan Credit

Agreement) on a *pro rata* basis, fully earned, due, and payable upon the entry of the Interim Order (the “DIP Term Loan Premium”), and (iii) a closing fee totaling 0.75% of the aggregate principal amount of the DIP Term Loan Commitments, payable in-kind in the form of additional DIP Term Loans to all DIP Term Loan Lenders on a *pro rata* basis, fully earned, due, and payable on the Closing Date (the “Closing Fee”). All such fees, costs, indemnities, expenses, and disbursements, whether incurred, paid, or required to be paid prepetition or postpetition and whether or not budgeted in the DIP Budget, contingent, unmatured, or otherwise due are hereby affirmed, ratified, authorized, and payable (and any funds held by (i) the DIP Term Loan Agent and the DIP Term Loan Secured Parties, and (ii) the DIP ABL Agent and the DIP ABL Secured Parties, and their respective professionals as of the Petition Date for payment of such fees, costs, indemnities, expenses, and disbursements may be applied for payment) as contemplated in the DIP Orders and the DIP Documents, and, subject to the provisions of this paragraph 36 with respect to the fees and expenses of the respective DIP Term Lender Advisors and the DIP ABL Agent Advisors shall be non-refundable and not subject to challenge in any respect and shall be payable without need to obtain further Court approval. The entry of the Interim Order shall constitute final approval of the DIP Term Loan Premium to be paid to the Backstop Parties. Furthermore, upon the entry of the Interim Order and as ratified by this Final Order, the terms and conditions of the DIP Term Loan Premium shall have been fully satisfied by the DIP Term Loan Lenders and the Backstop Parties, and the DIP Term Loan Premium shall have been fully and finally earned as a bargained for and integral part of the DIP Term Loan Facility contemplated in these Chapter 11 Cases.

(b) The Debtors were and are authorized and directed on a final basis to pay in full in cash and in immediately available funds (i) the reasonable and invoiced fees, costs, expenses, and charges of the DIP ABL Agent, including, without limitation, the reasonable and documented expenses and disbursements of counsel and other third-party consultants and/or experts, including, without limitation, fees, expenses, and disbursements incurred by (x) Greenberg Traurig, LLP, as U.S. counsel to the DIP ABL Agent, (y) Mayer Brown International, as U.K. counsel to the DIP ABL Agent, and Carl Marks Advisory Group LLC, as financial advisor to the DIP ABL Agent ((x) through (z), (collectively, the “DIP ABL Agent

Advisors”); (ii) the reasonable and invoiced fees, costs, expenses, and charges of the Ad Hoc Group of DIP Term Loan Lenders and the DIP Term Loan Agent, including, without limitation, the reasonable and documented fees, expenses, and disbursements incurred by (A) Gibson Dunn & Crutcher, LLP, as counsel to the DIP Term Loan Lenders, (B) Howley Law PLLC, as local counsel to the DIP Term Loan Lenders, (C) Evercore Group L.L.C., as financial advisor to the DIP Term Loan Lenders, and (D) Advancy Groupe SAS, Haiwen & Partners, and any other professionals or advisors retained by the DIP Term Loan Lenders in consultation with counsel to the Company Parties ((A) through (D), collectively, the “DIP Term Lender Advisors”); and (iii) ArentFox Schiff LLP, as counsel to the DIP Term Loan Agent (the “DIP Term Loan Agent Advisor”), including, in each case, any unpaid reasonable and invoiced fees, costs, and expenses accrued prior to or after the Petition Date, within ten (10) business days after the presentment of any such invoices to the Debtors, but subject to this paragraph 36 with respect to any postpetition reimbursement for postpetition professional fees. None of the foregoing fees, expenses and disbursements shall be subject to separate approval by this Court or require compliance with the U.S. Trustee Guidelines, and no attorney or advisor to any of the DIP Agents, the other DIP Secured Parties, or Prepetition Secured Parties, or any recipient of any such payment shall be required to file any interim or final fee application with respect thereto or otherwise seek the Court’s approval of any such payments.

(c) Any time that a DIP Term Lender Advisor, a DIP Term Loan Agent Advisor, a DIP ABL Agent Advisors, or any Prepetition Agents Advisor seeks payment of postpetition fees and expenses from the Debtors, such professional shall deliver an invoice in summary form (which shall not be required to include time entry detail and may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work-product doctrine; *provided* that the Debtors, the U.S. Trustee, and the Committee reserve their rights to request additional detail regarding the services rendered and expenses incurred by such professionals, subject to redaction for privilege); *provided, further*, that notwithstanding the foregoing, the out-of-pocket expenses (including, without limitation, all attorneys’

and other professionals' fees and expenses) incurred by the DIP Secured Parties, the DIP Term Lender Advisors, and the DIP Term Loan Agent Advisor, by the DIP ABL Agent and the DIP ABL Agent Advisors, or by any Prepetition Agents or any Prepetition Agents Advisors respectively, prior to and unpaid as of the Closing Date shall be paid indefeasibly upon the occurrence of the Closing Date without the DIP Agents, the DIP Secured Parties, DIP Term Loan Agent Advisor, the DIP Term Lender Advisors, the DIP ABL Agent, the DIP ABL Agent Advisors, and any Prepetition Agents and Prepetition Agents Advisors being required to deliver an invoice in summary form as set forth in the DIP Orders (other than to the Debtors).

(d) If no written objection (such objection to be limited to the issue of the reasonableness of such fees and expenses) is received by 12:00 p.m., prevailing Eastern Time, on the date that is ten (10) business days after delivery (which may be by electronic mail) of such invoice to the Debtors, the U.S. Trustee, and the Committee, the Debtors shall promptly pay such fees and expenses in full. If an objection to a professional's invoice is timely received, the Debtors shall promptly pay in full the undisputed amount of the invoice, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually. The DIP Secured Parties, the DIP Term Lender Advisors, the DIP ABL Agent Advisors, DIP Term Loan Agent Advisor, the DIP ABL Agent, the DIP ABL Agent Advisors, the Prepetition Agents, and Prepetition Agents Advisors shall not be required to file applications or motions with, or obtain approval of, the Court for the payment of any of their fees or out-of-pocket expenses (other than with respect to disputed amounts). Any and all fees, commissions, costs, and expenses paid prior to the Petition Date by any Debtor to the DIP Agents, the DIP Secured Parties, any Prepetition Agents, or the Prepetition Secured Parties, respectively, in connection with or with respect to the DIP Facilities, the DIP Documents, or the Prepetition Credit Documents, were and are hereby approved on a final basis in full and non-refundable and shall not otherwise be subject to any Challenge.

(e) In consideration for the DIP Term Loan Facility and the consent to the use of Cash Collateral in accordance with the terms of the DIP Orders, effective as of the date of the entry of the Interim Order and as ratified by this Final Order, and without limiting any of the forgoing or any other provision of the DIP Orders, each of the Fees (as defined in the DIP Term Loan Credit Agreement) specified in section

2.09 of the DIP Term Loan Credit Agreement, fees specified in section 2.10 of the DIP ABL Credit Agreement, and any separate fee letter (including, without limitation, any commitment fees, backstop fees, agent fees, arranger fees, and exit fees) are, in each case, upon the entry of the Interim Order and as ratified by this Final Order and irrespective of any subsequent order approving or denying the DIP Term Loan Facility or any other financing pursuant to section 364 of the Bankruptcy Code, fully entitled to all protections of section 364(e) of the Bankruptcy Code and are deemed fully earned, non-refundable, irrevocable, and non-avoidable as of the date of the Interim Order and as ratified by this Final Order. Such fees shall be part of the DIP Term Loan Obligations or the DIP ABL Obligations.

37. Indemnification. The DIP Secured Parties and the Prepetition Secured Parties (the “Indemnified Parties”), respectively, have acted in good faith and without negligence, misconduct, or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the DIP Facilities and the use of Cash Collateral, including in respect of the granting of the DIP Term Loan Liens, the DIP ABL Liens, and the Adequate Protection Liens, respectively, any challenges or objections to the DIP Facilities or the use of Cash Collateral, the DIP Documents, and all other documents related to and all transactions contemplated by the foregoing. Accordingly, without limitation to any other right to indemnification, the Prepetition Secured Parties (without prejudice to the rights of parties in interest set forth in paragraph 39 hereof) and the DIP Secured Parties shall be and hereby are indemnified (as applicable) as provided in the Prepetition Credit Documents and the DIP Documents, as applicable. The Debtors agree that no exception or defense in contract, law, or equity exists as of the date of the Interim Order to any obligation set forth, as the case may be, of the DIP Orders, the DIP Documents, or the Prepetition Credit Documents to indemnify and/or hold harmless the DIP Agents, any other DIP Secured Party, the Prepetition Agents, or any Prepetition Secured Party, as the case may be, and any such defenses are hereby waived.

38. Proofs of Claim. The DIP Secured Parties and the Prepetition Secured Parties will not be required to file proofs of claim in any of the Chapter 11 Cases or Successor Cases for any claim allowed in the DIP Orders, including any claims arising under the Prepetition Credit Documents. The DIP

Secured Parties and the Prepetition Secured Parties shall be treated under section 502(a) of the Bankruptcy Code as if they filed a proof of claim. However, in order to facilitate the processing of claims, to ease the burden upon the Court and to reduce any unnecessary expense to the Debtors' estates, each Prepetition Agent and the DIP Agent is authorized (but not directed), in their sole discretion, to file in the Debtors' lead Chapter 11 Case *In re Ascend Performance Materials Holdings Inc.*, Case No. 25-90127), a master proof of claim on behalf of their respective Prepetition Secured Parties or DIP Secured Parties, as applicable, on account of any and all of their respective claims arising under their Prepetition Credit Documents or DIP Credit Agreements and hereunder (as applicable) (each, a "Master Proof of Claim") against each of the applicable Debtors. Upon the filing of any such Master Proof of Claim, each Prepetition Agent or DIP Agent shall be deemed to have filed a proof of claim in the amount set forth opposite its name therein in respect of its claims of any type or nature whatsoever with respect to the applicable Prepetition Credit Documents or DIP Credit Agreements, and the claim of each applicable Prepetition Secured Party or DIP Secured Party (and each of its successors and assigns), named in a Master Proof of Claim shall be treated as if such entity had filed a separate proof of claim in each of the Chapter 11 Cases of the applicable Debtors. The Master Proofs of Claim shall not be required to attach any instruments, agreements, or other documents evidencing the obligations owing by the Debtors to the applicable Prepetition Secured Parties or DIP Secured Parties. Any proof of claim filed by any Prepetition Agent or the DIP 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 Prepetition Secured Parties or the DIP Secured Parties. Any order entered by the Court in relation to the establishment of a bar date for any claim (including, without limitation, administrative claims) in any of the Chapter 11 Cases or any Successor Cases shall not apply to (i) the DIP Secured Parties, or (ii) the Prepetition Secured Parties with respect to the Prepetition Secured Obligations or any claims arising under the Prepetition Credit Documents.

39. Effect of Stipulations on Third Parties.

(a) *Generally.* The Debtors' Stipulations and all other admissions, agreements, and releases contained in the DIP Orders, including the releases set forth in paragraph 44 (the "Releases") and

the Roll-Up Obligations, are and shall be irrevocably binding on the Debtors and any and all of the Debtors' successors in interest and assigns in all circumstances and for all purposes upon the entry of the Interim Order and as ratified by this Final Order. The Debtors' Stipulations and the Releases and all other admissions, agreements, and releases contained in the DIP Orders, including the Releases and the Roll-Up Obligations, shall also be binding on all creditors and other parties in interest and all of their respective successors and assigns, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, including the Committee and any other person or entity acting or seeking to act on behalf of the Debtors' estates in all circumstances and for all purposes, unless, and solely to the extent (i) the Committee or a party in interest with the requisite standing (in each case, to the extent requisite standing is obtained pursuant to an order of this Court entered prior to the Challenge Deadline and subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to commence such proceeding) has timely commenced an appropriate proceeding or contested matter as required under the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, including, without limitation, as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth in this Final Order, including this paragraph 39) by the Challenge Deadline challenging any of the Debtors' Stipulations, the Releases, or the Roll-Up Obligations, with respect to the Prepetition Secured Obligations (each such proceeding or contested matter, a "Challenge") and (ii) there is entered a final non-appealable order in favor of the plaintiff in any such timely and properly filed Challenge sustaining such Challenge, *provided* that any pleadings filed in any Challenge proceeding shall set forth with specificity the basis for each such Challenge (and any Challenges not so specified prior to the Challenge Deadline shall be deemed forever, waived, released, and barred); *provided, further*, that with respect to the Committee only, the timely filing of a motion seeking standing to file a Challenge before the Challenge Deadline that attaches a proposed complaint to commence such Challenge shall extend the Challenge Deadline solely as to the Committee and solely as to the particularized Challenges raised by the Committee in its complaint until three (3) business days after such standing motion is resolved or adjudicated by the Court. The Court may fashion any appropriate remedy following a successful Challenge.

(b) If no such Challenge is timely and properly filed by a party in interest with the requisite standing and authority as contemplated herein prior to the Challenge Deadline or the Court does not rule in favor of the plaintiff in any such proceeding, then (i) the Debtors' Stipulations and the Releases, shall remain binding and preclusive (as provided in paragraph 39(a) hereof) on the Committee, any other person or entity, the Debtors, and any and all of the Debtors' successors in interest; (ii) the obligations of the Debtors under the Prepetition Credit Documents, including the Prepetition Secured Obligations and the Roll-Up Obligations, shall constitute allowed claims not subject to defense, claim, counterclaim, recharacterization, subordination, recoupment, offset, or avoidance, for all purposes in the Chapter 11 Cases; (iii) the Prepetition Liens on the Prepetition Collateral (including the Roll-Up Obligations) shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected security interests and liens not subject to recharacterization, subordination, avoidance, or other defense; and (iv) the Prepetition Secured Obligations and the Prepetition Liens on the Prepetition Collateral (including the Roll-Up Obligations) shall not be subject to any other or further claim or challenge by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any party in interest acting or seeking to act on behalf of the Debtors' estates and any defenses, claims, causes of action, counterclaims, and offsets by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party acting or seeking to act on behalf of the Debtors' estates (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against any of the Prepetition Secured Parties or their respective representatives arising out of or relating to any of the Prepetition Credit Documents, the Prepetition Secured Obligations, the Roll-Up Obligations, the Prepetition Liens, or the Prepetition Collateral, as applicable, shall be deemed forever waived, released, and barred, in each case except to the extent that such Debtors' Stipulations, admissions, agreements, and releases contained in the DIP Orders, including the Releases set forth in paragraph 44, were expressly and successfully challenged by such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction.

(c) If any such Challenge is timely and properly filed prior to the Challenge Deadline by any statutory or non-statutory committee appointed or formed in the Chapter 11 Cases or any other person or entity, in each case, with requisite standing and authority, (i) any claim or action that is not brought shall forever be barred, and (ii) the Debtors' Stipulations, including the Releases, shall nonetheless remain binding and preclusive on each other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases and on any other person or entity, except to the extent that such Debtors' Stipulations, admissions, agreements, and releases were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction.

(d) The "Challenge Deadline" shall mean the earlier of (i) the date of confirmation of a plan of reorganization, and (ii) (A) as to the Committee, July 21, 2025, seventy-seven (77) calendar days after the date of the formation of the Committee and (B) as to any other party in interest, June 23, 2025, sixty-one (61) calendar days after the date of the entry of the Interim Order.¹³ The Challenge Deadline may be extended (i) in writing prior to the expiration of the Challenge Deadline (which writing may be in the form of email by counsel) from time to time in the sole discretion of the DIP ABL Agent, with respect to any Challenge to the Initial ABL Roll-Up, the Creeping ABL Roll-Up, and the Final ABL Roll-Up, the DIP Term Loan Agent (at the direction of the DIP Term Loan Required Lenders) with respect to any Challenge to the Super Priority Term Loan Roll-Up, or the applicable Prepetition Agents (at the direction of holders of a majority of the applicable Prepetition Secured Obligations) with respect to any Challenge to the applicable Prepetition Secured Obligations or Prepetition Liens, as applicable, or (ii) by this Court for good cause shown pursuant to an application filed and served by a party in interest prior to the expiration of the Challenge Deadline. If the Chapter 11 Cases are converted to chapter 7, or a chapter 7 or chapter 11 trustee

¹³ 75 days after the date of the formation of the Committee and 60 days after the date of the entry of the Interim Order are July 19, 2025 and June 22, 2025, which fall on a Saturday and a Sunday. Pursuant to Bankruptcy Rule 9006(a)(1)(C), "if the last day [of a period stated in days] is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday." Fed. Bankr. R. P. 9006(a)(1)(C).

is appointed or elected prior to the expiration of the Challenge Deadline, any such estate representative or trustee shall receive the full benefit of any remaining time before expiration of the Challenge Deadline, which shall be extended for a period of sixty (60) calendar days.

(e) Nothing in the DIP Orders vests or confers on any Person (as defined in the Bankruptcy Code), including the Committee and any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect the Debtors' Stipulations, admissions, agreements, and releases contained in the DIP Orders with respect to the DIP Secured Parties and the Prepetition Secured Parties, including the Releases set forth in paragraph 44, and all rights to object or to oppose such standing or any Challenge in any manner are expressly reserved.

(f) For the avoidance of doubt, notwithstanding anything to the contrary in the DIP Orders, upon entry of the Interim Order, (i) the Challenge Deadline was automatically deemed to have lapsed as to the Debtors with respect to the Debtors' Stipulations, including the Releases, (ii) such Debtors' Stipulations and Releases shall be binding upon the Debtors, and (iii) any Challenges by the Debtors with respect to the Prepetition Secured Parties (including on account of the Roll-Up Obligations), including with respect to the Debtors' Stipulations and the Releases as to the Prepetition Secured Parties, shall be deemed forever waived, released, and barred.

(g) Any successor to the Debtors (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors or any other estate representative appointed in the Chapter 11 Cases or any Successor Cases) shall be bound by the terms of the DIP Orders to the same extent as the Debtors, including with respect to the Debtors' Stipulations and the Releases.

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

41. Section 506(c) Claims. No costs or expenses of administration that have been or may be incurred in the Chapter 11 Cases at any time shall be charged against the DIP Term Loan Agent,

the DIP Term Loan Secured Parties, the DIP ABL Agent, the DIP ABL Secured Parties, the DIP Collateral, the Prepetition Agents, the Prepetition Secured Parties, and the Prepetition Collateral pursuant to section 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the DIP Term Loan Agent (at the direction of the DIP Term Loan Required Lenders) and the DIP ABL Agent (at the direction of the DIP ABL Required Lenders), and the applicable Prepetition Agent (at the direction of holders of a majority of the applicable Prepetition Secured Obligations), as may be applicable, and no such consent shall be implied from any action, inaction, or acquiescence by any party.

42. No Marshaling or Applications of Proceeds. Subject to the priorities set forth in the DIP Orders (including the Lien/Claim Priorities Annex), the DIP Credit Agreements, the Prepetition Credit Documents, and the Intercreditor Agreements, in no event shall the DIP Secured Parties and the Prepetition Secured Parties be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral (including the DIP ABL Priority Collateral and the DIP Term Loan Priority Collateral) or the Prepetition Collateral, as applicable; *provided, however*, that the DIP Secured Parties shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than Avoidance Actions Proceeds before seeking recovery from the Avoidance Actions Proceeds to repay the DIP Obligations.

43. Section 552(b). The DIP ABL Secured Parties, the DIP Term Loan 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 the “equities of the case” exception thereunder shall not apply to any of the DIP ABL Secured Parties, the DIP Term Loan Secured Parties, or the Prepetition Secured Parties with respect to proceeds, product, offspring, or profits of any of the Prepetition Collateral.

44. Releases. Upon the entry the Interim Order and as ratified by this Final Order, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each of the Debtors and each of their estates, on its own behalf and on behalf of its and their respective predecessors, successors, heirs, and past, present, and future subsidiaries and assigns (collectively, the “Releasing Parties”), without prejudice to the rights of parties in interest set forth in paragraph 39 hereof, hereby

unconditionally and irrevocably releases, acquits, absolves, forever discharges, and covenants not to sue the DIP Secured Parties (solely in their capacities as such), the Prepetition Secured Parties (solely in their capacities as such), and, with respect to the foregoing (solely in their capacities as such), each such entity's current and former affiliates, and each such entity's current and former directors, officers, managers and equityholders (regardless of whether such interests are held directly or indirectly), predecessors, successors and assigns, and direct and indirect subsidiaries, and each of such entity's current and former officers, members, managers, directors, equityholders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, attorneys, independent contractors, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, financial advisors, and partners (including both general and limited partners) (the "Released Parties") and their respective property and assets from any and all acts and omissions of the Released Parties, and from any and all claims, interests, causes of action, avoidance actions, counterclaims, defenses, setoffs, demands, controversies, suits, judgments, costs, debts, sums of money, accounts, reckonings, bonds, bills, damages, obligations, objections, legal proceedings, equitable proceedings, executions of any nature, type, or description and liabilities whatsoever (including any derivative claims asserted or assertable on behalf of the Debtors, their estates, or such entities' successors or assigns, whether individually or collectively) that exist on the date hereof, at law or in equity, by statute of common law, in contract, or in tort, including, without limitation, (a) any so-called "lender liability" or equitable subordination claims or defenses, (b) any and all claims and causes of action arising under the Bankruptcy Code, (c) any and all offsets, defenses, claims, counterclaims, set off rights, objections, challenges, causes of action, and/or choses in action of any kind or nature whatsoever, whether liquidated or unliquidated, fixed or contingent, known or unknown, suspected or unsuspected, disputed or undisputed, whether arising at law or in equity, including any recharacterization, recoupment, subordination, disallowance, avoidance, challenge, or other claim or cause of action arising under or pursuant to section 105, chapter 5, or section 724(a) of the Bankruptcy Code or under other similar provisions of applicable state, federal, or foreign laws, including without limitation, any right to assert any disgorgement, recovery, and (d) any defense, right of counterclaim, right of setoff, or

deduction on the payment of the Prepetition Secured Obligations, the Roll-Up Obligations, or the DIP Obligations; *provided* that nothing in this paragraph shall release the commitments or obligations of the DIP Secured Parties under the DIP Facilities arising after the Closing Date. This paragraph is in addition to and shall not in any way limit any other release, covenant not to sue, or waiver set forth in a chapter 11 plan. Upon the entry of the Interim Order and as ratified by this Final Order, the Releases granted in this paragraph are final and binding and are not subject to a Challenge except as expressly outlined herein. For the avoidance of doubt, to the extent that the Released Parties include (a) any officers, directors, affiliates, or other insiders of the Debtors or (b) SK Titan Holdings LLC and its affiliates, the parties in foregoing clauses (a) and (b) are not a beneficiary of the Releases contained in this Final Order.

45. Limits on Lender Liability. Nothing in the DIP Orders, any of the DIP Documents, any of the Prepetition Credit Documents, or any other documents related thereto, shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agents, the DIP Secured Parties, or any of the Prepetition Secured Parties, respectively, of any liability for any claims arising from any activities by the Debtors in the operation of their businesses or in connection with the administration of these Chapter 11 Cases or any Successor Cases. The DIP Agents, the DIP Secured Parties, and the Prepetition Secured Parties shall not, solely by reason of having made loans under the DIP Facilities or authorizing the use of Cash Collateral, be deemed in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal or state statute). Nothing in the DIP Orders or the DIP Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agents, any of the DIP Secured Parties, or any of the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors.

46. Joint and Several Liability. Nothing in this Final Order shall be construed to constitute a substantive consolidation of any of the Debtors’ estates, it being understood, however, that the

Debtors shall be jointly and severally liable for the obligations hereunder and all DIP Obligations in accordance with the terms hereof and of the DIP Documents, respectively.

47. Preservation of Rights Granted Under this Final Order.

(a) Notwithstanding anything herein to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the DIP Secured Parties' and the Prepetition Secured Parties', as applicable, right to seek any other or supplemental relief in respect of the Debtors (including, the right to seek additional or different adequate protection); (b) the rights of any of the Prepetition Term Loan Lenders to seek the payment by the Debtors of postpetition interest or fees pursuant to section 506(b) of the Bankruptcy Code; or (c) any of the rights of the DIP Secured Parties and the Prepetition Secured Parties under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Chapter 11 Cases or Successor Cases, conversion of any of the Chapter 11 Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers, (iii) seek an injunction, (iv) oppose any request for use of Cash Collateral, (v) object to any sale of assets, or (vi) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; provided that the rights of the DIP Secured Parties and the Prepetition Secured Parties, respectively, with respect to the foregoing clauses (a) through (c) of this paragraph 47 shall be subject to the Intercreditor Agreements and the Prepetition Credit Documents, as applicable. Other than as expressly set forth in the DIP Orders, any other rights, claims or privileges (whether legal, equitable, or otherwise) of the DIP Secured Parties are preserved.

(b) Unless and until all DIP Obligations are indefeasibly paid in full, in cash, and all DIP Commitments are terminated, the Prepetition Secured Parties shall: (i) have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition Credit Documents or the DIP Orders, or otherwise seek to exercise or enforce any rights or remedies against such DIP Collateral; and (ii) not file any further financing statements, trademark filings,

copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the DIP Collateral, except as set forth in paragraph 22 hereof.

(c) Unless and until all DIP Obligations, Prepetition Secured Obligations, and Adequate Protection Obligations are indefeasibly paid in full, in cash, and all DIP Commitments 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 or, if not provided for therein, with the prior written consent of the DIP Term Loan Agent (at the direction of the DIP Term Loan Required Lenders) or the DIP ABL Agent (at the direction of the DIP ABL Required Lenders), as applicable, and the Prepetition Agents (at the direction of the applicable required lenders), (A) any modification, stay, vacatur, or amendment of the DIP Orders or (B) a priority claim for any administrative expense or unsecured claim against any of the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in section 503(b), 507(a), or 507(b) of the Bankruptcy Code) in any of the Chapter 11 Cases, *pari passu* with or senior to the DIP Superpriority Claims, the Adequate Protection Obligations, or the Prepetition Secured Obligations; (ii) except as permitted under the DIP Documents (including the Carve Out), any lien on any of the DIP Collateral or the Prepetition Collateral with priority equal or superior to the DIP Liens, the Adequate Protection Liens, or the Prepetition Liens, as applicable; (iii) the use of Cash Collateral for any purpose other than as permitted in the DIP Orders and the DIP Documents.

(d) Notwithstanding any order dismissing any of the Chapter 11 Cases entered at any time, (x) the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Obligations, and the other administrative claims granted pursuant to the DIP Orders shall continue in full force and effect and shall maintain their priorities as provided in the DIP Orders until all DIP Obligations and Adequate Protection Obligations are paid in full in cash (and such DIP Liens, DIP Superpriority Claims, Adequate Protection Liens, Adequate Protection Obligations, and the other administrative claims granted pursuant to the DIP Orders, shall, notwithstanding such dismissal, remain binding on all parties in interest); and (y) to the fullest extent permitted by law the Court shall retain

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

(e) Except as expressly provided in the DIP Orders or in the DIP Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Obligations, and all other rights and remedies of the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties granted by the provisions of the DIP Orders and the DIP Documents shall survive, and shall not be modified, impaired, or discharged by (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7, dismissing any of the Chapter 11 Cases, terminating the joint administration of 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 chapter 11 plan in any of the 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 or Adequate Protection Obligations. The terms and provisions of the DIP Orders and the DIP Documents shall continue in these Chapter 11 Cases, in any Successor Cases if these Chapter 11 Cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code. The DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Obligations, and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of the DIP Orders shall continue in full force and effect until the DIP Obligations and the Adequate Protection Obligations are indefeasibly paid in full, in cash (or, with respect to the DIP Obligations, otherwise satisfied in a manner agreed to by the DIP Required Lenders). To the fullest extent permitted by law, this Court shall retain jurisdiction, notwithstanding a dismissal of these Chapter 11 Cases, for the purposes of enforcing the claims, liens, and security interests referred to in this paragraph 47(e).

(f) *Master Metal Agreements.*

(i) The Debtors are authorized to continue to perform under the Master Metal Agreements and to make any payments due thereunder, including on account of any prepetition claims, in the ordinary course of business, including to enter into new Transactions (as defined in the Master Metal

Agreements) and to make any amendments thereto with the consent of WFCLLC and WFBNA (as applicable); *provided, further*, that in all events, WFCLLC and WFBNA shall retain absolute and unencumbered title to (and beneficial interest in) the Leased Metal (as defined in the Master Metal Agreements). The Debtors' obligations under the Master Metal Agreements shall be considered administrative expense claims under the Bankruptcy Code. The automatic stay provisions of section 362 of the Bankruptcy Code, and the setoff and netting provisions of section 553 of the Bankruptcy Code, are hereby modified solely to the extent necessary to permit the parties' performance thereunder, and the parties' exercise of any rights, powers, and remedies (including, without limitation, to terminate, accelerate, or liquidate any Transactions), subject to any cure period provided in the applicable Master Metal Agreement.

(ii) Any transfer by any of the Debtors to WFCLLC and WFBNA under, pursuant to, or in connection with the Master Metal Agreements, whether in cash or in kind, shall constitute a legal, valid, binding, and effective transfer, shall be free and clear of all claims and liens, and no such transfer shall be subject to avoidance under any provision of the Bankruptcy Code or otherwise. For the avoidance of doubt, nothing in this Final Order shall require WFCLLC or WFBNA to enter into any amendment to the Master Metal Agreement or to enter into new Transactions (as defined in the Master Metal Agreements).

(iii) Upon the entry of the Interim Order and as ratified by this Final Order, the Debtors shall be deemed to have granted for the benefit of WFCLLC and WFBNA, automatically and validly perfected security interests in and liens on the Collateral as described, and defined under, each Master Metal Agreement. The Debtors are further authorized to grant new liens in favor of WFCLLC and WFBNA on the Collateral as described, and defined under, each Master Metal Agreement, including on account of any new Transaction and Leased Metal (each, as defined in the Master Metal Agreement), with such liens and security interests deemed non-avoidable and automatically perfected upon the entry of the Interim Order and as ratified by this Final Order.

(iv) Notwithstanding anything in this Final Order, the liens and rights that each of the Prepetition Agents and DIP Agents, on behalf of themselves and their respective Prepetition Secured Parties

and DIP Secured Parties, have with respect to the Metal Lease Priority Collateral, and to any superpriority claim granted to the DIP Secured Parties and the Prepetition Secured Parties with respect to the Metal Lease Priority Collateral, shall be subordinate and subject to the liens and rights of against Ascend LLC with respect to the Metal Lease Priority Collateral of WFCLLC and WFBNA arising from or out of the obligations under the Master Metal Agreements, including any replacement and/or new liens and security interests that the Debtors may grant to WFCLLC and WFBNA pursuant to the DIP Orders on any Metal Lease Priority Collateral. Without limiting the foregoing, (a) no costs or expenses of administration that have been or may be incurred in the Chapter 11 Cases at any time shall be charged against WFCLLC, WFBNA or the Metal Lease Priority Collateral, (b) in no event shall WFCLLC or WFBNA be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the Metal Lease Priority Collateral, and (c) WFCLLC and WFBNA shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception thereunder shall not apply to WFCLLC and WFBNA with respect to proceeds, product, offspring, or profits of any of the Metal Lease Priority Collateral.

(g) *JPM Purchase Agreement for Honeywell Receivables.* All proceeds of any sale(s) made under the Debtors’ Receivables Factor Agreement (the “RFA”) with JPMorgan Chase Bank, N.A. (“JPM”) shall be considered DIP ABL Priority Collateral, and subject to the DIP Liens and Prepetition Liens as set forth in the Lien/Claim Priorities Annex; *provided* that the receivables sold to JPM shall not be considered DIP Collateral upon consummation of any such sale but the proceeds thereof shall be considered DIP ABL Priority Collateral. To the extent there is any repurchase obligation under the RFA that is exercised by JPM and the Debtors are permitted to make such payment under the DIP Budget, then the accounts purchased from JPM shall also be considered ABL Priority Collateral, and subject to the DIP Liens and Prepetition Liens as set forth in the Lien/Claim Priorities Annex.

(h) *MasTec Matters.*

(i) *MasTec Stipulation.* The Debtors and MasTec Industrial Corp. (“MasTec”) entered into a *Stipulation and Agreed Order Regarding Mastec’s Temporary Restraining Order* [Docket

No. 151] (the “MasTec Stipulation”) that shall be incorporated into this Final Order in its entirety by reference herein. The agreements, rights, defenses, and reservations contained in the MasTec Stipulation are fully preserved and shall not be limited by this Final Order. For the avoidance of doubt, nothing in the Interim Order or this Final Order shall (x) be construed as a finding that the MasTec LOC Proceeds (as defined in the MasTec Stipulation) are property of either Ascend LLC’s bankruptcy estate or of MasTec, and the parties’ rights, as well as the Prepetition Secured Parties’ and DIP Secured Parties’ rights, with respect to the characterization, treatment, and permissible use of the MasTec LOC Proceeds are expressly reserved, or (y) impair or affect the Prepetition Secured Parties, DIP Secured Parties, Debtors’, or MasTec’s rights and obligations under the MasTec Stipulation.

(ii) MasTec Purported Lien. MasTec (x) has asserted a claim against Ascend LLC in the District Court Litigation in the amount of not less than \$23,618,689.50; (y) asserts that such claim is secured by a statutory lien (the “MasTec Purported Lien”) recorded against certain of Ascend LLC’s property located in Decatur, Alabama (the “MasTec Purported Lien Property,” which property, for the avoidance of doubt, does not include the MasTec LOC Proceeds); and (z) commenced an action to enforce the MasTec Purported Lien that is currently pending (and stayed) in the United States District Court for the Northern District of Alabama. Notwithstanding anything to the contrary herein or in the Interim Order, to the extent that a court of competent jurisdiction determines by an order that has not been stayed, reversed, or amended and as to which no appeal or request to review is pending and the time to appeal or seek review has expired that the MasTec Purported Lien is validly and properly attached and perfected as to any of the MasTec Purported Lien Property and is senior and non-avoidable against the MasTec Purported Lien Property that constitutes Prepetition Collateral, then the MasTec Purported Lien shall constitute a Permitted Lien on such property with the priority set forth in the Lien/Claim Priorities Annex. To the extent that a court of competent jurisdiction determines by an order that has not been stayed, reversed, or amended and as to which no appeal or request to review is pending and the time to appeal or seek review has expired that the MasTec Purported Lien is not a valid and properly perfected, senior, or non-avoidable lien on any Prepetition Collateral, MasTec shall not have a Permitted Lien on such property. Subject to the Carve Out,

notwithstanding anything herein to the contrary, any liens and other relief granted hereunder do not prime, are not equal to, and do not otherwise affect or impair any liens or interests held by MasTec that were in existence on the Petition Date, came into existence as of the Petition Date, came into existence subsequent to the Petition Date, or come into existence in the future, to the extent that such liens are valid, binding, perfected, enforceable, and non-avoidable under applicable law.

(i) *Chubb Reservation of Rights.* For the avoidance of doubt, (i) nothing in this Final Order or the DIP Documents shall prime, alter, or affect the rights of ACE American Insurance Company and/or any of its U.S.-based affiliates (collectively, together with each of their successors, and solely in their roles as insurers, “Chubb”) in connection with any collateral securing obligations under any insurance policies and/or related agreements issued and/or entered into by Chubb, including that certain Irrevocable Standby Letter of Credit No. NZS642689 in the face amount of \$2,940,342 issued by Wells Fargo Bank, N.A., as amended together with the proceeds thereof, and/or any additional collateral or security that the Debtors have or may pledge to Chubb pursuant to the terms and conditions of any insurance policies issued by Chubb and/or any agreements related thereto, including any proceeds thereof (the “Chubb Collateral”); (ii) this Final Order does not grant the Debtors any right to use any of the Chubb Collateral; (iii) the proceeds of any insurance policy issued by Chubb shall only be considered to be DIP Collateral to the extent such proceeds are paid to the Debtors (as opposed to a third party claimant) pursuant to the terms of any such applicable insurance policy or applicable non-bankruptcy law; and (iv) except as expressly provided in paragraph 28 of this Final Order regarding the DIP Agents as loss payee under any of the Debtors’ insurance policies, nothing in the DIP Documents and/or this Final Order alters or modifies the terms and conditions of any insurance policies issued by Chubb and/or any agreements related thereto; *provided*, that nothing set forth in this paragraph shall operate as a waiver of the rights, defenses, or privileges of the Debtors, DIP Secured Parties, and the Prepetition Secured Parties from challenging or otherwise objecting to the validity, priority, or extent of the Chubb Collateral, liens, and/or security interests of Chubb or any claims relating thereto, and any and all such rights shall be fully reserved.

(j) *Marathon Reservation of Rights.* The Debtors are authorized to use Cash Collateral and the proceeds of the DIP Facilities to make postpetition purchases of propylene from Marathon Petroleum Company LP (“Marathon”) pursuant to the existing agreement between the Debtors and Marathon, subject in all respects to the DIP Budget. No party-in-interest in the Chapter 11 Cases and/or any successor thereto (including, for the avoidance of doubt, any chapter 11 or chapter 7 trustee) shall be entitled to assert a claim against Marathon or any affiliate thereof under the Bankruptcy Code or applicable law for the recovery of funds paid by the Debtors to Marathon for the purchase of propylene in accordance with the terms of this Final Order and the DIP Budget on the basis that payment of such funds to Marathon was not authorized under the Final Order and DIP Budget. Subject to any limitation imposed by the Bankruptcy Code or applicable law, including sections 362, 365, and 553 of the Bankruptcy Code, nothing in this Final Order shall alter, impair, condition, limit, release, or otherwise prejudice or diminish any setoff, recoupment, or similar rights held by Marathon against the Debtors, the Debtors’ estates, or any collateral or credit assurance provided to Marathon by or on behalf of the Debtors. All such rights are hereby preserved.

(k) *CAF Master Lease Agreements.* The Debtors are authorized, but not directed, to continue to perform under the Master Lease Agreements, including to make undisputed and validly owed payments as and when due thereunder. Without limiting the foregoing, (i) no costs or expenses of administration that have been or may be incurred in the Chapter 11 Cases at any time shall be charged against CAF or the CAF Master Lease Collateral; (ii) in no event shall CAF be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the CAF Master Lease Collateral; and (iii) CAF shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception thereunder shall not apply to CAF with respect to proceeds, product, offspring, or profits of any of the CAF Master Lease Collateral.

(l) *Devall Reservation of Rights.* Subject to the Carve Out, notwithstanding anything herein to the contrary, any liens and other relief granted hereunder do not prime, are not equal to, and do not otherwise impair any Permitted Liens held by Devall Commercial Barge Line, L.L.C. (“Devall”) or any

other liens held by Devall that were in existence on the Petition Date, came into existence as of the Petition Date, came into existence subsequent to the Petition Date, or come into existence in the future, solely to the extent that such liens are valid, binding, perfected, enforceable, non-avoidable, and senior in priority to Prepetition Liens (as they existed on the Petition Date) under applicable law, including applicable maritime law.

(m) *PNC Reservation of Rights.* Subject to the Carve Out, notwithstanding anything herein to the contrary, any liens and other relief granted hereunder do not prime, are not equal to, and do not otherwise impair any liens or ownership interests held by PNC Bank, N.A. (“PNC”) that were in existence on the Petition Date, came into existence as of the Petition Date, came into existence subsequent to the Petition Date, or come into existence in the future, solely to the extent that such liens are valid, binding, perfected, enforceable, non-avoidable, and senior in priority to Prepetition Liens (as they existed on the Petition Date) under applicable law.

(n) *U.S. Bank Reservation of Rights.* Subject to the Carve Out, notwithstanding anything herein to the contrary, any liens and other relief granted hereunder do not prime, are not equal to, and do not otherwise impair any liens or ownership interests held by U.S. Bank National Association d/b/a U.S. Bank Equipment Finance (“U.S. Bank”) that were in existence on the Petition Date, came into existence as of the Petition Date, came into existence subsequent to the Petition Date, or come into existence in the future, solely to the extent that such liens are valid, binding, perfected, enforceable, non-avoidable, and senior in priority to Prepetition Liens (as they existed on the Petition Date) under applicable law.

(o) *ClimeCo Purchase and Resale of VERs.* All proceeds to which the Debtors are entitled from any sales and resales made under the Joint Development Agreement, dated February 18, 2019 (as amended) and the Emission Reduction Purchase Agreement, dated April 26, 2024 (as amended) (together, but excluding, for the avoidance of doubt, any sale or similar agreement other than the Emission Reduction Purchase Agreement entered into pursuant to the Joint Development Agreement, the “Carbon Credit Agreements”), both between the Debtors and ClimeCo LLC (“ClimeCo”), shall be considered DIP ABL Priority Collateral, and subject to the DIP Liens and Prepetition Liens as set forth in the Lien/Claim

Priorities Annex; *provided* that (i) any VERs (as defined in the Carbon Credit Agreements) sold to ClimeCo under the Carbon Credit Agreements and that may be resold by ClimeCo to third party purchasers, (ii) any other rights and interests related to VERs sold or otherwise transferred to ClimeCo under the Carbon Credit Agreements, and (iii) all proceeds to which ClimeCo is entitled from any such sale and resale made under the Carbon Credit Agreements, to the extent, in each of (i)-(iii), that the same are free and clear of liens, claims, and encumbrances belonging to the DIP Lenders under applicable law, shall not be considered DIP Collateral nor subject to any liens under this Final Order upon consummation of any such sale.

48. No Waiver by Failure to Seek Relief. The failure or delay on the part of any of the DIP Agents, DIP Lenders or Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under the DIP Orders, the DIP Documents, the Prepetition Secured Facilities Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder or otherwise. No delay on the part of any party in the exercise of any right or remedy under the DIP Orders shall preclude any other or further exercise of any such right or remedy or the exercise of any other right or remedy. None of the rights or remedies of any party under the DIP Orders shall be deemed to have been amended, modified, suspended, or waived unless such amendment, modification, suspension, or waiver is express, in writing, and signed by the party against whom such amendment, modification, suspension, or waiver is sought. No consents required hereunder by any of the DIP Secured Parties or Prepetition Secured Parties shall be implied by any inaction or acquiescence by any of the DIP Secured Parties or the Prepetition Secured Parties, respectively.

49. Binding Effect of Final Order. The provisions of this Final Order shall be binding upon and inure to the benefit of the Debtors, the DIP Agents, the DIP Secured Parties, the Prepetition Secured Parties, the Committee, all other creditors of any of the Debtors, and all other parties in interest and, in each case, their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate 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 whether in these Chapter 11 Cases

or any Successor Case). To the extent permitted by applicable law, this Final Order shall bind any trustee hereafter appointed for the estate of any of the Debtors, whether in these Chapter 11 Cases or in the event of the conversion of any of the Chapter 11 Cases, any Successor Cases, or upon dismissal of any Chapter 11 Case or Successor Case, to a liquidation under chapter 7 of the Bankruptcy Code. Such binding effect is an integral part of this Final Order.

50. No Modification of Final Order. Until and unless the DIP Obligations and the Prepetition Secured Obligations have been Paid in Full, absent the prior written consent of the DIP Term Loan Agent (at the direction of the DIP Term Loan Required Lenders), the DIP ABL Agent (at the direction of the DIP ABL Required Lenders), and the applicable Prepetition Agent, in each case solely to the extent any of the following would adversely impact the respective DIP Term Loan Secured Parties, DIP ABL Secured Parties, or Prepetition Secured Parties, as applicable, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly: (a) any reversal, modification, stay, vacatur, or amendment to this Final Order; (b) a priority claim for any administrative expense or unsecured claim against the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in section 503(b), 507(a) or 507(b) of the Bankruptcy Code) in any of the Chapter 11 Cases or Successor Cases, equal or superior to the DIP Superpriority Claims, or the Adequate Protection Obligations, other than the Carve Out and except to the extent expressly provided in the DIP Orders or the DIP Credit Agreements; (c) any order, other than the DIP Orders, allowing use of Cash Collateral resulting from DIP Collateral or Prepetition Collateral; and (d) except as expressly set forth in the DIP Orders (including with respect to the Carve Out), any lien on any of the DIP Collateral or Prepetition Collateral with priority equal or superior to the DIP Term Loan Liens, the DIP ABL Liens or the Prepetition Liens. The Debtors irrevocably waive any right to seek any amendment, modification, or extension of this Final Order without the prior written consent, as provided in the foregoing, of the DIP Term Loan Agent (at the direction of the DIP Term Loan Required Lenders), the DIP ABL Agent (at the direction of any DIP ABL Required Lenders), and the Prepetition Agents, and no such consent shall be implied by any other action, inaction, or acquiescence of the DIP Term Loan Agent,

any DIP Term Loan Lenders, the DIP ABL Agent, any DIP ABL Lenders, the Prepetition Agents, and/or the Prepetition Secured Parties, as applicable.

51. Final Order Controls. In the event of any inconsistency between the terms and conditions of the DIP Documents and this Final Order, the provisions of this Final Order shall control. Except as specifically amended, supplemented, or otherwise modified hereby, all of the provisions of the Interim Order shall remain in full force and effect and are hereby ratified by this Final Order.

52. Discharge Waiver. The DIP Obligations, the DIP Superpriority Claims, the DIP Liens, and the obligations of the Debtors with respect to adequate protection hereunder, including granting the Adequate Protection Liens and the 507(b) Claims, shall not be discharged by the entry of an order confirming any plan of reorganization in any of the Chapter 11 Cases, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless such obligations have been indefeasibly Paid in Full in cash (or with respect to any letters of credit, cash collateralized) on or before the effective date of such confirmed plan of reorganization, or each of the DIP Secured Parties and the Prepetition Secured Parties, respectively, has otherwise agreed in writing.

53. Replacement Agent. Notwithstanding the resignation or replacement of any collateral agent or administrative agent, including the DIP Agents, and any of the Prepetition Agents, the DIP Term Loan Liens on the DIP Collateral, the Prepetition Liens on the Prepetition Collateral, and the Adequate Protection Liens shall remain continuously and properly perfected, notwithstanding the transfer of control, possession, or title of any Prepetition Collateral or DIP Collateral to a new collateral agent or administrative agent.

54. Amendments to the DIP Credit Agreements. Notwithstanding anything to the contrary contained in the DIP Credit Agreements or this Final Order, the following provisions of the DIP Credit Agreements shall be amended as set forth below:

(a) Section 6.21(f) of the DIP Term Loan Credit Agreement and section 6.22(f) of the DIP ABL Credit Agreement are hereby amended and restated as follows: “no later than eighty (80) days,

calculated in accordance with Bankruptcy Rule 9006, after the Petition Date, the Debtors shall have filed the Chapter 11 Plan and the Disclosure Statement.”

(b) Section 6.21(h) of the DIP Term Loan Credit Agreement and section 6.22(g) of the DIP ABL Credit Agreement are hereby amended and restated as follows: “subject to the Bankruptcy Court’s availability, no later than the date that is one hundred and twenty (120) days , calculated in accordance with Bankruptcy Rule 9006, after the Petition Date, the Bankruptcy Court shall have entered the order approving the Disclosure Statement.”

(c) Section 6.21(i) of the DIP Term Loan Credit Agreement and section 6.22(h) of the DIP ABL Credit Agreement are hereby amended and restated as follows: “subject to the Bankruptcy Court’s availability, no later than the date that is one hundred and fifty-five (155) days, calculated in accordance with Bankruptcy Rule 9006, after the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order.”

(d) Section 6.21(j) of the DIP Term Loan Credit Agreement and section 6.22(i) of the DIP ABL Credit Agreement are hereby amended and restated as follows: “subject to the Bankruptcy Court’s availability, no later than the date that is one hundred and sixty-five (165) days, calculated in accordance with Bankruptcy Rule 9006, after the Petition Date, the Chapter 11 Plan Effective Date shall have occurred; provided that, if the necessary regulatory approvals associated with the effectuation of the Chapter 11 Plan remain pending as of such date, this Milestone shall be extended to the date that is the third Business Day following receipt of all necessary regulatory approvals.”

(e) Section 8.01(h) of the DIP Term Loan Credit Agreement is hereby amended and restated as follows: “*Judgments.* There is entered against any Loan Party or any Subsidiary of a Loan Party a final judgment or order for the payment of money in an aggregate amount exceeding \$7,500,000 (to the extent not covered by either (i) independent third-party insurance as to which the insurer does not deny coverage or (ii) another creditworthy (as reasonably determined by the Administrative Agent, acting at the Direction of the Required Lenders) indemnitor); and such judgment or order shall not have been satisfied, vacated, discharged or stayed or bonded pending an appeal for a period of 30 consecutive days.”

(f) Section 8.01(h) of the DIP ABL Credit Agreement is hereby amended and restated as follows: “*Judgments*. There is entered against any Loan Party or any Subsidiary a final judgment or order for the payment of money in an aggregate amount exceeding \$7,500,000 (to the extent not covered by either (i) independent third-party insurance as to which the insurer does not deny coverage or (ii) another creditworthy (as reasonably determined by the Administrative Agent, acting at the Direction of the Required Lenders) indemnitor); and such judgment or order shall not have been satisfied, vacated, discharged or stayed or bonded pending an appeal for a period of 30 consecutive days or any judgment creditor shall legally attach or levy upon the assets of such Loan Party that are material to the businesses and operations of the Loan Parties and the Subsidiaries, taken as a whole, to enforce any such judgment.”

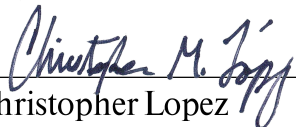
(g) Section 8.01(m)(iii) of the DIP Term Loan Credit Agreement is hereby amended and restated as follows: “without the prior written consent (not to be unreasonably withheld) of the Required Lenders, enter into any proposed settlement of any Claim, litigation, dispute, cause of action, or other proceeding, in each case, against the Debtors, which requires a payment by the Debtors of an amount greater than \$250,000.”

(h) Section 8.01(o)(iii) of the DIP ABL Credit Agreement is hereby amended and restated as follows: “without the prior written consent (not to be unreasonably withheld) of the Administrative Agent and the Required Lenders, enter into any proposed settlement of any Claim, litigation, dispute, cause of action, or other proceeding, in each case, against the Debtors, which requires a payment by the Debtors of an amount greater than \$250,000.”

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

56. Retention of Jurisdiction. The Bankruptcy Court retains exclusive jurisdiction to resolve any dispute arising from or related to the interpretation or enforcement of the DIP Term Loan Facility and the DIP ABL Facility and/or this Final Order.

Signed: May 29, 2025



Christopher Lopez
United States Bankruptcy Judge