



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

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THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

Signed October 31, 2025

United States Bankruptcy Judge

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

In re:	§	Chapter 11
GROFF TRACTOR MID ATLANTIC, LLC	§	Case No.: 25-90010 (ELM)
Debtors. ¹	§	(Jointly Administered)
	§	

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN
POSTPETITION FINANCING, (B) USE CASH COLLATERAL, AND (C) GRANT
LIENS AND PROVIDE SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS,
(II) GRANTING ADEQUATE PROTECTION, (III) MODIFYING THE AUTOMATIC
STAY, (IV) SCHEDULING A FINAL HEARING, AND (V) GRANTING RELATED
RELIEF**

[Relates to Docket No. 91]

- a. Upon the motion [Doc. No. 91] (the "Motion") of the above-captioned debtors (the collectively, the "Debtors") seeking approval (i) to maintain and continue to operate under the pre-petition floorplan financing agreements in place with CNH Capital Industrial America, LLC ("CNH Capital"), (ii) for the use of cash collateral (the "Cash Collateral") of CNH Capital and (iii) of interim debtor-in-possession

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

financing from CNH Capital (as defined in more detail below, the “CNH Capital DIP Financing”) pursuant to certain DIP financing loan documentation (as defined in more detail below, the “CNH Capital DIP Documents”), the Court hereby enters this order on an interim basis (the “Interim Order”) pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 363(m), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506(c) and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), Rules 2002, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) 2002-1, 9013-1, and 9014-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Local Rules”), and the Procedures for Complex Cases in the United States Bankruptcy Court for the Northern District of Texas (the “Complex Case Procedures”).

The Court having considered the relief requested in the Motion, the exhibits attached thereto and the declaration of Michael Juniper in support of the Motion, and due and sufficient notice of the Motion having been given to the “Notice Parties”² in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and all applicable Bankruptcy Local Rules and Complex Case Procedures; and the hearing on the Motion having been held and concluded; and all objections, if any, to the relief requested in the Motion having been withdrawn, resolved, or overruled by the Court; and it appearing that approval, on an interim basis, of the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors’ estates and protect CNH Capital’s interests in its Cash Collateral pending a final hearing on the Motion, otherwise is fair and reasonable and in the best interests of CNH Capital, the Debtors, the Debtors’ estates, and is essential for the continued operation of the Debtors’ businesses and the preservation of the value of the Debtors’ assets; and it appearing that the Debtors’ entry into the CNH Capital DIP

² The Notice Parties are hereby defined as (a) the Office of the United States Trustee for the Northern District of Texas (the “U.S. Trustee”); (b) the entities listed on the list of creditors holding the 30 largest unsecured claims filed pursuant to Bankruptcy Rule 1007(d) (on a consolidated basis); (c) counsel to the CNH Capital; (d) counsel to M&T (as defined below); (e) counsel to CASE (as defined below); (f) all other parties asserting a lien on or a security interest in the assets of the Debtors to the extent reasonably known to the Debtors; (g) the United States Attorney’s Office for the Northern District of Texas; (h) the Internal Revenue Service; (i) the state attorney generals for all states in which the Debtors conduct or have recently conducted business; (k) the banks and financial institutions where the Debtors maintain banking accounts; and (j) any other party entitled to notice pursuant to Bankruptcy Rule 2002 and Local Rule 2002-1

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.

I. The Bankruptcy Cases

A. On October 14, 2025 (the "Petition Date"), the Debtors each filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code (collectively, the "Bankruptcy Cases").

B. The Debtors separately sought joint administration of their Bankruptcy Cases, which was granted by the Court.

C. The Debtors are operating as debtors-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this Bankruptcy Cases.

D. On October 28, 2025, the Court entered the *Interim Order (I) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361, 363, and 507, (III) Granting Protections Under 11 U.S.C. § 363 for Continuation of the Purchase Card Program, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Doc. No. 84] (the "Interim Cash Collateral Order").

II. Debtors' Stipulations

Subject to the limitations contained in paragraph 15 below, the Debtors in this Section II. admit, stipulate, and agree as follows, each Debtor for itself and its estate:

A. CNH Capital's Prepetition Relationship with the Debtors

1) 1) CNH Capital, a Delaware limited liability company, provides floorplan financing to authorized dealers CNH Industrial America LLC ("CASE") and end-user purchase money financing for CASE customers. Debtor Groff Tractor Mid Atlantic, LLC

(“GTMA”) and certain of its affiliates are parties to various CASE Construction Equipment Sales & Service Agreements and related amendments and/or revisions thereto (collectively, the “Dealer Agreements”).

B. Prepetition Lending Relationship

2) ***Indebtedness.*** Prior to the Petition Date, GTMA and CNH Capital entered into agreements whereby CNH Capital agreed to loan funds to GTMA on both a floor plan arrangement, retail financing plan and term note basis. On or about August 31, 2017, GTMA and CNH Capital executed that certain Wholesale Financing and Security Agreement (“WFSA” together with the other applicable documents, as amended from time to time, collectively, the “CNH Wholesale Financing Program”) whereby, among other things, CNH Capital had the right to advance certain amounts, as determined by CNH Capital in its sole discretion and with the right to refuse to make any advance with or without cause. Subsequent to the execution of the WFSA, certain exhibits relating to financial covenants, collateral locations, and other such amendments were executed by CNH Capital and GTMA from time to time. As of the Petition Date, GTMA owes CNH Capital no less than \$25,705,069.00 pursuant to the terms of the WFSA. A copy of the WFSA is attached to the Motion as **Exhibit A.**

3) On or about August 31, 2017, GTMA and CNH Capital executed that certain Retail Financing Agreement (as amended from time to time, the “RFA”) whereby GTMA agreed to participate in CNH Capital’s commercial retail financing program (the “CNH Retail Financing Program”, and together with the CNH Wholesale Financing Program, collectively, the “CNH Floorplan Financing”). A copy of the RFA is attached to the Motion as **Exhibit B.** As of the Petition Date, GTMA owes CNH Capital no less than \$542,006.00 pursuant to the terms of the RFA.

4) On or about August 1, 2019, GTMA executed and delivered that certain Extended Term Note (herein so called), made payable to the order of CNH Capital in the original principal amount of \$2,150,000.00. The Extended Term Note is an extension of a previous promissory note (the “Original Note”) in the original principal amount of \$2,150,000.00 given by GTMA to CNH Capital and secured as discussed below. As of the Petition Date, GTMA owes CNH Capital no less than \$1,176,888.88 pursuant to the terms of the Extended Term Note. Copies of the Original Note and the Extended Term Note are attached to the Motion as **Exhibit C** and **Exhibit D**, respectively.

5) All amounts due and owing CNH Capital as of the Petition Date pursuant to the WFSa, RFA and Extended Term Note (collectively, the “CNH Capital Prepetition Loan Documents”) in the aggregate is no less than \$27,423,963.88 and is hereafter referred to as the “CNH Capital Prepetition Indebtedness.”

6) The CNH Capital Prepetition Indebtedness is guaranteed by GTE Holdings, Inc., Groff Resources Holdings, LLC and Groff Tractor Holdings, LLC (collectively, the “Guarantors”) pursuant to that certain Guaranty Agreement dated August 31, 2017, in favor of CNH Capital (the “Guaranty Agreement”). A copy of the Guaranty Agreement is attached to the Motion as **Exhibit E**.

7) CNH Capital does not control (nor have in the past controlled) GTMA, the Guarantors or their properties or operations, does not have authority to determine the manner in which GTMA or any Guarantor’s operations are conducted or are control persons or insiders of GTMA or the Guarantors in each case by virtue of any actions taken with respect to, in connection with, related to or arising from the CNH Capital Prepetition Loan Documents.

8) *Collateral.* Under, among other provisions, section 3(b)(i) of the WFSA, the indebtedness evidenced by the WFSA and RFA is secured by, among other things, “[a]ll of Dealer’s now owned and hereafter acquired inventory, equipment, software and other goods wherever located, of whatever kind, make, model, brand or nature, that have been or hereafter are obtained from CNH Capital (or any Affiliate of CNH Capital) or that are or were financed by CNH Capital, together with all trade-ins, accessions and rights relating to, and all proceeds of, any of the foregoing (collectively the “Inventory”),” which for the avoidance of doubt includes parts, among other collateral as specifically identified in the WFSA (the “CNH Capital Prepetition Collateral”).

9) To secure the indebtedness evidenced by the Extended Term Note, on or about June 16, 2015, CNH Capital, as Lender, and GTMA’s predecessor Groff Tractor New Jersey, LLC (the “Original Dealer/Borrower”), as borrower, entered into that certain Credit and Security Agreement governing the Original Note (the “Original Credit Agreement”), which was subsequently amended on April 5, 2016, pursuant to that certain First Amended and Restated Credit and Security Agreement by and between CNH Capital, as Lender, and Original Dealer/Borrower, as Borrower, and certain guarantors thereto governing the Extended Term Note (the “Amended Credit Agreement”). The CNH Capital Prepetition Collateral originally securing the Original Note and then the Extended Term Note, as set forth in the Amended Credit Agreement, includes substantially all of GTMA’s assets as more fully set forth therein. A copy of the Amended Credit Agreement is attached to the Motion as **Exhibit F**.

10) On or about August 1, 2019, GTMA and CNH Capital executed that certain Amendment to First Amended and Restated Credit and Security Agreement (the “Amendment to Amended Security Agreement”); and the Amended Credit Agreement as amended by the

Amendment to Amended Credit Agreement is hereafter collectively referred to as the “Credit Agreement”) whereby, *inter alia*, GTMA represented to CNH Capital that Original Dealer/Borrower merged with GTMA, one of the debtors herein, and that the assets of Original Dealer/Borrower were transferred and assigned to and all obligations (as defined therein), due and owing CNH Capital were assumed by GTMA. A copy of the Amendment to Amended Security Agreement is attached to the Motion as **Exhibit G**.

11) The CNH Capital Prepetition Indebtedness evidenced by the WFSAs, RFAs, and Extended Term Note are cross-defaulted and cross-collateralized under the terms of the WFSAs, RFAs and the Credit Agreement as set forth therein.

12) On or about February 1, 2019, CNH Capital, Original Dealer/Borrower and GTMA entered into that certain Assumption Agreement (herein so called) whereby, among other things, GTMA assumed any and all debts due and owing by Original Dealer/Borrower to CNH Capital.

13) ***Changes to GTMA’s Corporate Structure.*** On or about January 12, 2023, GTMA filed a Certificate of Conversion of Foreign Limited Liability Company to a Texas Limited Liability Company with the Secretary of State of Texas changing its state of organization from Delaware to Texas, as set forth therein.

14) ***Financing Statements.*** CNH Capital filed various UCC-1 financing statements including UCC-1 No. 2015 1845758 naming Original Dealer/Borrower as the debtor, filed on or about April 30, 2015. Thereafter, upon being informed of GTMA’s acquisition of Original Dealer/Borrower’s assets and obligation and execution of the Assumption Agreement, CNH Capital caused to be filed that certain UCC-3, amendment No. 2019 5145318 adding GTMA

as Debtor on the UCC filing. Copies of the financing agreements are attached to the Motion as

Exhibit H.

15) CNH Capital filed on or about March 8, 2023, that certain UCC-1 Financing Statement, document No. 23-0009112876 with the Secretary of the State of Texas setting forth GTMA, as Debtor, and CNH Capital, as Secured Party, and listing substantially all assets of the Debtor as its collateral as more fully set forth therein (the "Texas UCC").

16) CNH Capital entered into Intercreditor Agreements with, among others, DLL Finance LLC and Bank of the West which addressed, among other things, CNH Capital's liens and security interests in CNH Senior Collateral, as defined and set forth therein (collectively, the "DLL/BOW Intercreditor Agreements").

17) Manufacturers and Traders Trust Company ("M&T"), as administrative agent, and certain lenders from time to time party to the M&T Credit Agreement (as hereinafter defined) provide loans, advances and other financial accommodations (the "M&T Debt") to GTMA, the other Debtors and Groff Resources Holdings LLC ("Resources"), pursuant to the Amended and Restated Credit Agreement, dated as of February 1, 2023, among Debtors and Resources, M&T and Lenders (as amended, modified and supplemented, the "M&T Credit Agreement") and the agreements, documents and instruments executed in connection therewith (as amended, modified and supplemented, the "M&T Loan Documents") which M&T Debt is secured by a lien on substantially all of the assets and properties of Debtors and Resources (the "M&T Collateral") pursuant to the M&T Loan Documents. In connection with the financing arrangements of M&T and CNH Capital and CASE (collectively, "CNH") with GTMA, the other Debtors and Resources, (a) CNH, M&T and GTMA entered into the Intercreditor Agreement, dated August 31, 2017, attached hereto as Exhibit I (the "M&T Intercreditor Agreement") pursuant

to which, among other things, as between M&T and CNH, M&T and CNH agreed that CNH had a senior lien on the CNH Senior Collateral (as defined in the M&T Intercreditor Agreement) and that M&T had a senior lien on all of the M&T Collateral, other than the CNH Senior Collateral, and (b) CNH, M&T, Original Dealer/Borrower (presently, Groff Tractor Mid Atlantic LLC), Groff Tractor Holding, LLC, Groff Tractor and Equipment, LLC, and Resources entered into the Subordination Agreement, dated April 5, 2016, attached hereto as Exhibit J (the “M&T Subordination Agreement”) pursuant to which, among other things, (i) CNH subordinated its lien in any M&T Collateral (including the CNH Senior Collateral) securing the obligations and indebtedness of the Debtors and Resources owing to CNH under the Extended Term Note, the Amended Credit Agreement and the Amendment to the Amended Security Agreement (referred to as the “Subordinated Indebtedness” under the M&T Subordination Agreement) to the lien in favor of M&T in any M&T Collateral (including the M&T lien in any CNH Senior Collateral) securing the M&T Debt and (ii) CNH subordinated its lien in any M&T Collateral (other than the lien of M&T in the CNH Senior Collateral) securing the obligations and indebtedness of the Debtors and Resources owing to CNH under the CNH Floorplan Financing or any other indebtedness of Debtors and Resources to CNH (but not any Subordinated Indebtedness) to the lien in favor of M&T in any M&T Collateral (other than the M&T lien in any CNH Senior Collateral) securing the M&T Debt.³

18) The M&T Intercreditor Agreement, the M&T Subordination Agreement and the DLL/BOW Intercreditor Agreements are sometimes referred to herein as collectively as

³ Paragraph 17 is intended only to be a recital of the M&T Intercreditor and the M&T Subordination Agreement, and for the avoidance of doubt, the actual terms and conditions of the M&T Intercreditor and the M&T Subordination Agreement shall govern and control the rights and obligations of the parties thereto.

the “Intercreditor Agreements”. Further, CNH Capital delivered Purchase Money Security Interest Notices to certain applicable secured parties.

C. The CNH Capital Prepetition Liens

19) The liens and security interests granted by GTMA to CNH Capital to secure the CNH Capital Prepetition Indebtedness (the “CNH Capital Prepetition Liens”) are: (a) valid, binding, perfected, enforceable liens on and security interests in all of the personal property of GTMA constituting “Collateral” under, and as defined in, any prepetition security agreement, pledge agreement, financing statement, mortgage or other similar documents; and (b) not subject to objection, defense, contest, avoidance, reduction, or disallowance (whether equitable, contractual or otherwise) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law by any person or entity. The CNH Capital Prepetition Liens securing the CNH Capital Prepetition Indebtedness are subject and subordinate only to other valid and unavoidable liens perfected prior to the Petition Date (or perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code) to the extent such permitted liens are senior to the CNH Capital Prepetition Liens.

20) CNH Capital’s Prepetition Indebtedness constitutes valid, binding, and non-avoidable obligations of the Debtors to CNH Capital.

D. Releases

21) Subject to the Challenge Period (as defined below) and the specific exclusions contained herein, the Debtors hereby release, discharge, and acquit CNH Capital and its employees (the “Releasees”) of and from any and all challenges to the debts or lien rights provided for in the CNH Capital DIP Financing, the CNH Capital DIP Documents, the CNH

Capital Prepetition Loan Documents or the validity of, or priority of such liens and debts, and/or the transactions contemplated hereunder or thereunder including chapter 5 causes of action.

III. CNH Capital's Cash Collateral

A. CNH Capital's cash collateral is derived, in part, from the proceeds of the above-described CNH Capital Prepetition Collateral. In addition, and not by way of limitation, CNH Capital's cash collateral (hereinafter the "Cash Collateral") includes:

- 1) Credits. As defined in each of the Intercreditor Agreements and included as "CNH Senior Collateral," and include: (i) receivables and payments arising from warranty work, (ii) reserve accounts generated from holdbacks for recourse rental obligations, (iii) discounts and parts return credits due to GTMA from CASE, (iv) Productivity Plus™ whereby GTMA's customers purchase parts, service, repairs and similar tasks and use CNH Capital's credit, and (v) any monies otherwise due GTMA from CASE and/or CNH Capital.
- 2) Rental Proceeds. In addition to sales of CASE equipment that GTMA sells, GTMA also rents to its customers CASE equipment financed by CNH Capital. CNH Capital has a security interest in not only the rental contracts, but the cash payments and other proceeds from such rentals.
- 3) Cash Proceeds of CNH Capital's Collateral. In addition to the above, any cash proceeds of the above-described CNH Capital Prepetition Collateral constitutes CNH Capital's Cash Collateral.⁴

IV. The CNH Capital DIP Financing

A. The Debtors have requested to obtain, and CNH Capital has agreed to provide pursuant to the terms of the CNH Capital DIP Documents and this Interim Order, debtor-in-possession financing on a superpriority senior secured basis (the "CNH Capital DIP Financing"), in an aggregate principal amount as set forth in the budget attached to the Interim Cash Collateral Order (as may be modified from time to time with the written consent of CNH Capital in its sole discretion to the extent the modification involves only matters directly related to CNH Capital's

⁴ To the extent of any conflict between the terms or description in the definition of "Cash Collateral" and the terms used in the Intercreditor Agreements, the terms or description used in the Intercreditor Agreements shall govern and be subject to the Intercreditor Agreements, as applicable.

interest in the specific line in the budget being modified, which consent shall not be unreasonably withheld, but without need for further Court order, the “Approved Budget”).

B. The CNH Capital DIP Financing shall only be used solely for the floor plan financing purposes as set forth in the schedule incorporated into the Approved Budget (the “Floor Plan Schedule”). CNH Capital and the Debtors may expand, modify, or otherwise change the Floor Plan Schedule by mutual agreement in writing and without further order of the Court.

C. The CNH Capital DIP Financing shall be pursuant to the WFSA, and RFA (“collectively, the CNH Capital DIP Documents”), the same as such CNH Capital Prepetition Loan Documents, which shall be carried forward and enforceable from and after the Petition Date. The Debtors’ obligations under the CNH Capital DIP Documents incurred from and after the Petition Date are referred to herein as the “DIP Obligations.”

V. CNH Capital Adequate Protection

A. To the extent the Debtors use any Cash Collateral of CNH Capital, CNH Capital has requested, and the Debtors have agreed to provide, CNH Capital with adequate protection for any diminution in value of CNH Capital’s interests in Cash Collateral and for the Debtors’ use of the CNH Capital Prepetition Collateral as set forth in this Interim Order.

B. The Debtors and CNH Capital have requested immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2). The permission granted herein to use Cash Collateral is necessary to avoid immediate and irreparable harm to the Debtors. This Court concludes that the entry of this Interim Order is in the best interest of the Debtors’ estates and creditors and is fair and reasonable.

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

IT IS HEREBY ORDERED, DETERMINED, AND DECREED THAT:⁵

1. Motion Granted. The Motion is granted on the terms and conditions set forth in this Interim Order, with the foregoing findings incorporated herein by reference. Any objections to the Motion that have not previously been withdrawn or resolved are hereby overruled. This Interim Order shall be valid and binding on all parties in interest and fully effective immediately upon entry.

2. Authorization of the CNH Capital DIP Financing and the CNH Capital DIP Documents. The Debtors are hereby authorized to proceed forward under the terms of the CNH Capital DIP Documents. The CNH Capital DIP Documents and this Interim Order shall govern the financial and credit accommodations to be provided to the Debtors by CNH Capital as described herein. The Debtors are hereby authorized to continue to obtain credit pursuant to the CNH Capital DIP Documents on an interim basis up to the amount set forth in the Approved Budget and for the purposes set forth on the Floor Plan Schedule.

3. The CNH Capital DIP Financing may be used by the Debtors, solely to the extent set forth in the Approved Budget. In furtherance thereto, and without further approval of this Court, the Debtors are authorized to perform all acts, and to make, execute, and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements,

⁵ The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014, and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. 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.

mortgages and financing statements) that may be reasonably required to ensure the performance of the Debtors' obligations under the CNH Capital DIP Documents.

4. The CNH Capital DIP Documents constitute valid, binding, and non-avoidable obligations of the Debtors enforceable against the Debtors in accordance with their respective terms and the terms of this Interim Order for all purposes during this Chapter 11 Case, any subsequently converted case of the Debtors under Chapter 7 of the Bankruptcy Code, or after the dismissal of any such case. No obligation, payment, transfer, or grant of security under the CNH Capital DIP Documents, or this Interim Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including without limitation, under sections 502(d), 544, 548, or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any defense, reduction, setoff, recoupment or counterclaim.

5. CNH Capital DIP Collateral Liens. As security for the indebtedness set forth in the CNH Capital DIP Documents, effective and perfected upon the date of this Interim Order and without the necessity of the execution, recordation of filings by the Debtors or CNH Capital of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar documents, or the possession or control by CNH Capital or over any CNH Capital DIP Collateral (as defined below), CNH Capital is hereby granted a valid unavoidable lien in all collateral identified in the CNH Capital DIP Documents as such lien existed on the Petition Date (the "CNH Capital DIP Collateral").

6. Notwithstanding anything to the contrary herein, the CNH Capital DIP Collateral is expressly subject to terms of the Intercreditor Agreements, which agreements are valid and enforceable pursuant to their terms.

7. Borrowing; Use of Cash Collateral. Subject to the terms and conditions of this Interim Order and the CNH Capital DIP Documents (a) CNH Capital will provide the CNH Capital DIP Financing in accordance with the terms of the CNH Capital DIP Documents, and (b) the Debtors are authorized to use the Cash Collateral of CNH Capital in accordance with the terms of this Interim Order.

8. Adequate Protection. As adequate protection for any diminution in the value of the CNH Capital Prepetition Collateral and the CNH Capital DIP Collateral, including as a result from the use of the CNH Prepetition Collateral and the Cash Collateral, pursuant to this Interim Order (the “Adequate Protection Obligations”), pursuant to sections 361(2), 362, 363(c)(2), and 363(e) of the Bankruptcy Code, CNH Capital is hereby granted a continuing valid, binding, enforceable and perfected, replacement lien and security interest in and on all of the CNH Capital DIP Collateral and any proceeds thereof including without limitation Cash Collateral (the “Adequate Protection Liens”). The Adequate Protection Liens shall be deemed legal, valid, binding, enforceable, and perfected liens, not subject to subordination, impairment or avoidance, for all purposes in this Chapter 11 Case and any successor case. Except as described herein and subject to the terms of the Intercreditor Agreements, no other liens or security interests, whether for adequate protection or otherwise, shall be senior, equal to or *pari passu* with the Adequate Protection Liens in this Chapter 11 Cases or any successor case without the prior written consent of CNH Capital (which consent may be withheld in its sole and absolute discretion). The adequate protection granted to CNH Capital in this Interim Order is in addition to, and not a replacement of, any adequate protection provided to parties in the Court’s order granting adequate protection to any other secured party including, without limitation, M&T.

9. Interest, Fees, Costs, and Expenses. The Debtors' obligations under the CNH Capital DIP Financing shall bear interest at the rates set forth in the WFSAs, RFAs and Extended Term Note, as applicable.

10. Events of Default. The Debtors and CNH Capital agree that each of the following events, unless waived by CNH Capital in writing, shall constitute an "Event of Default":

- a. The Debtors (A) fail to make any payment (whether principal, interest, or otherwise) when such amount becomes due and payable under the CNH Capital DIP Documents, or (B) default in any material respect in the due performance or observance of any other term, covenant, or agreement contained in any CNH Capital DIP Document (and, if such default is capable of being remedied, it has not been remedied within the cure period set forth in such CNH Capital DIP Document or, if no such cure period is provided, it has not been remedied to the reasonable satisfaction of CNH Capital within five (5) business days following written notice to the Debtors of the occurrence of such event of default);
- b. Any representation, warranty, or statement made by the Debtors herein or in any CNH Capital DIP Document or in any certificate delivered in connection therewith proves to be untrue in any material respect on the date on which made or deemed made (and, if such default is capable of being remedied, it has not been remedied within the cure period set forth in such CNH Capital DIP Document or, if no such cure period is provided, it has not been remedied to the reasonable satisfaction of CNH Capital within five (5) business days following written notice to the Debtors of the occurrence of such event of default);
- c. The security interest granted to CNH Capital ceases to be in full force and effect in any material respect, or ceases in any material respect to create a perfected security interest in, and lien on, the CNH Capital DIP Collateral purported to be created thereby;
- d. Unless otherwise agreed to by CNH Capital, any CNH Capital DIP Document is or becomes invalid, ineffective, or unenforceable against the Debtors in any material respect, in whole or in part, or the Debtors so assert or at any time deny the liability or the obligations set forth in the CNH Capital DIP Documents;
- e. The Court enters an order dismissing any of this Chapter 11 Case or converting it to a case under Chapter 7 or any other chapter of the Bankruptcy Code, or appointing a trustee or other responsible officer or an examiner with enlarged powers relating to the operation of the Debtors'

business (beyond those set forth in sections 1106(a)(3) or (4) of the Bankruptcy Code) under section 1104 of the Bankruptcy Code, in each case, without the consent of CNH Capital at its sole and absolute discretion;

- f. The Court enters an order granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code authorizing an action by a lienholder (other than CNH Capital or, as applicable, M&T) with respect to assets of the Debtors on which the lienholder has a lien with an aggregate value in excess of \$100,000, without the consent of CNH Capital or M&T as applicable;
- g. The Debtors seek to, advocate, or otherwise support any other person's motion to disallow, in whole or in part, any obligation set forth in the CNH Capital DIP Documents or to challenge the validity, priority, or enforceability of the associated liens and superpriority claims hereunder (for avoidance of doubt, complying with document requests shall not constitute a breach of the foregoing);
- h. A debtor in possession financing order is entered in form and substance that is not acceptable to CNH Capital in its reasonable discretion or from and after the date of entry thereof which impairs CNH Capital's liens or security interests in the Cash Collateral, the CNH Capital Prepetition Collateral, or the CNH Capital DIP Collateral, the Interim Order or a final order (the "Final Order"), as applicable, ceases to be in full force and effect or is vacated, stayed, reversed, modified, or amended (or the Debtors take any step to accomplish any of the foregoing) without the consent of CNH Capital or M&T, as applicable, each in its reasonable discretion;
- i. The Debtors make any payments on any indebtedness that arose before the Petition Date other than as provided for in the Court's first-day orders and as set forth in the Approved Budget or otherwise without the consent of CNH Capital in its sole and absolute discretion;
- j. The Debtors take any action, or as to insiders, permit any action, that would result in an "ownership change" as such term is used in section 382 of the Internal Revenue Code;
- k. The Debtors breach or fail to comply with the terms of this Interim Order, or any final debtor-in-possession financing order, in any material respect;
- l. The CNH Capital DIP Documents cease, for any reason, to be in full force and effect or the Debtors shall so assert in writing;
- m. The Debtors fail to provide in any material respect all information, approvals, documents or other instruments as CNH Capital may reasonably request, and as are customary for postpetition lenders to request, and such

failure has not been remedied to the reasonable satisfaction of CNH Capital (5) business days following written notice to the Debtors of the occurrence of such failure;

- n. The Debtors file an application or motion for the approval of postpetition financing from any party other than CNH Capital and M&T that provides for superpriority claims or priming liens on the CNH Capital DIP Collateral without the written consent of CNH Capital in its sole and absolute discretion;
- o. The Court enters an order terminating the right of the Debtors to use the CNH Capital DIP Financing;
- p. The Debtors fail to provide CNH Capital with any notices received by Debtors from M&T of an event of default arising under the Interim Cash Collateral Order due to a “Material Budget Deviation” as such term is defined in the Interim Cash Collateral Order;
- q. Without the consent of CNH Capital, any claim or lien having a priority superior to or *pari passu* with those granted by this Interim Order or any final order to CNH Capital is granted or allowed prior to the occurrence of (a) the payment in full in cash of immediately available funds of all of the obligations set forth in the CNH Capital DIP Documents, (b) the termination or expiration of all commitments to extend credit to the Debtors under the CNH Capital DIP Documents, and (c) the cash collateralization in respect of any asserted claims, demands, actions, suits, proceedings, investigations, liabilities, fines, costs, penalties, or damages for which CNH Capital may be entitled to indemnification by the Debtors (“CNH Capital DIP Paid in Full”);
- r. The Debtors, without prior written consent of CNH Capital (which shall be given or refused in CNH Capital’s sole and absolute discretion) seek to modify, vacate or amend this Interim order, any final debtor-in-possession financing order, or any CNH Capital DIP Documents;
- s. The Debtors’ failure to obtain a cash collateral order on a final basis;
- t. The Debtors failure to obtain a postpetition DIP financing from M&T on an interim and final basis;
- u. The termination of any cash collateral order;
- v. The termination of any M&T DIP financing order or the Debtors’ default under such order; or

- w. Subject to M&T's right to extend the milestones (as set forth in paragraph 20 of the Interim Cash Collateral Order) consistent with the Interim Cash Collateral Order, the failure of the Debtors to achieve any milestones set forth in paragraph 20 of the Interim Cash Collateral Order or any subsequent order of the Court including, without limitation, with respect to a sale of substantially all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code (the "Sale").

11. Following (i) a declared Event of Default, (ii) five (5) days' written notice by CNH Capital to the Notice Parties (the "Default Notice Period"), which notice the Debtors shall file with the Court, and (iii) an opportunity to seek an expedited hearing before the Court to determine whether an Event of Default has occurred, the automatic stay shall terminate, and CNH Capital shall be permitted to exercise any remedies permitted by law, including any of the following actions, without application or motion to, or further orders from, the Court or any other court, and without interference from the Debtors or any other party in interest, unless the Court orders otherwise during the Default Notice Period:

- a. Declare all or any portion of the outstanding obligations set forth in the CNH Capital DIP Documents due and payable, whereupon the same shall become forthwith due and payable without presentment, demand, protest or notice of any kind, all of which are hereby waived by the Debtors;
- b. Subject to the terms of the Intercreditor Agreements, setoff any amounts in the possession of CNH Capital held as Cash Collateral (including, without limitation, in any Cash Collateral account held for the benefit of CNH Capital);
- c. Subject to the terms of the Intercreditor Agreements, enforce all liens and security interests in the CNH Capital DIP Collateral;
- d. Subject to the terms of the Intercreditor Agreements, institute proceedings to enforce payment of the obligations set forth in the CNH Capital DIP Documents;
- e. Terminate any further funding obligation of CNH Capital; and
- f. Subject to the terms of the Intercreditor Agreements, exercise any other remedies and take any other actions available to it at law, in equity, under the CNH Capital DIP Documents, the Bankruptcy Code, other applicable

law or pursuant to this Interim Order, including, without limitation, exercising any and all rights and remedies with respect to the CNH Capital DIP Collateral or any portion thereof.

provided, however, that CNH Capital shall continue to fund the Debtors' operations, pursuant to the Approved Budget, through the Default Notice Period.

12. The Debtors and the Committee (if any), and any other party in interest shall be entitled to an emergency hearing before this Court within the Default Notice Period. If an emergency hearing is requested to be heard prior to the expiration of the Default Notice Period, then the Default Notice Period shall automatically be extended until the Court hears and rules with respect thereto.

13. Termination of the CNH DIP Financing and Use of Cash Collateral. CNH Capital's agreement to provide the CNH Capital DIP Financing in accordance with the CNH Capital DIP Documents and the Debtors' authorization to use CNH Capital's Cash Collateral shall immediately and automatically terminate (except, to the extent any obligation set forth in the CNH Capital DIP Documents remains outstanding, or CNH Capital agrees in writing, which consent may be withheld in CNH Capital's reasonable discretion), upon the earliest to occur of any of the following (each, a "Termination Date"):

- a. Twenty-one days following the entry of this Interim Order;
- b. The date of final indefeasible payment and satisfaction in full in cash of the obligations set forth in the CNH Capital DIP Documents;
- c. The entry of an order by the Court granting a motion by the Debtors to obtain additional financing from a party other than CNH Capital or M&T under section 363 or 364 of the Bankruptcy Code unless the proceeds from such financing are used to immediately repay in cash the obligations set forth in the CNH DIP Documents, or unless such financing is subordinate to such obligations as to the CNH Capital DIP Collateral or consented to in writing by CNH Capital, which consent may be withheld in CNH Capital's sole and absolute discretion;

- d. The dismissal of this Chapter 11 Case or the conversion of this Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code;
- e. This Interim Order, or any final debtor-in-possession financing order, is stayed, reversed, vacated, amended, or otherwise modified in any respect without the prior written consent of CNH Capital, which consent may be withheld in CNH Capital's sole and absolute discretion;
- f. The effective date of any plan of reorganization; or
- g. Upon expiration of a Default Notice Period.

14. Superpriority Claims. Subject to M&T's and CNH's rights in any superpriority claims to the extent set forth in the Interim Cash Collateral Order, CNH Capital is hereby granted, to the extent of any diminution of the value of the CNH Capital Prepetition Collateral and CNH Capital DIP Collateral, and as and to the extent provided by section 507(b) of the Bankruptcy Code, all of the obligations set forth in the CNH Capital DIP Documents shall constitute allowed superpriority administrative expense claims in this Chapter 11 Case and any successor case (the "Superpriority Claims"). The Superpriority Claims shall have the priority set forth in Section 507(b) of the Bankruptcy Code and shall be subject to the provisions of any cash collateral and debtor-in-possession financing orders entered with respect to M&T.

15. Effect of Debtors' Stipulations on Third Parties. The Debtors' stipulations, admissions, agreements, and releases contained in this Interim Order shall be binding upon the Debtors for all purposes of this Interim Order and shall be binding upon their estates and all other parties in interest, including, without limitation, any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any Chapter 7 or Chapter 11 trustee or examiner appointed or elected for the Debtors, in all circumstances and for all purposes unless the following criteria under subparagraphs a, b, and c below are satisfied:

- a. Challenge Period. Subject to a final order on the Motion, any party in interest (subject in all respects to any agreement or applicable law that may limit or

affect such entity's right or ability to do so, a "Challenge Party") with requisite standing granted by the Court (which motion for such standing may be filed concurrently with an adversary proceeding or contested matter), has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein), within: (i) the earlier of 60 calendar days after the appointment of a Creditors' Committee or 5 business days prior to the hearing on the Sale; and (ii) any such later date as (x) has been agreed to by CNH Capital with respect to the DIP Obligations or the CNH Capital Prepetition Liens, or (y) has been ordered by the Court for cause upon a motion filed and served within any applicable time period (the time period established by the foregoing clauses (i)-(ii)) (the "Challenge Period"); *provided, however*, if this Chapter 11 Case converts to a Chapter 7 case, or if a Chapter 11 trustee is appointed, prior to the end of the Challenge Period, any such trustee shall have the benefit of any remaining portion of the Challenge Period, and in any event 10 days from the appointment of such trustee, to file such an adversary proceeding or contested matter, without prejudice for the such trustee to file a motion with the Court requesting a further extension of the deadline.

- b. Challenge Proceeding. Such adversary proceeding or contested matter (A) objects to or challenges the amount, validity, perfection, enforceability, priority, or extent of the obligations set forth in the CNH Capital Prepetition Liens, or any portion thereof, or (B) otherwise asserts or prosecutes any action for preferences, fraudulent transfers or conveyances, other avoidance power claims, or any other claims, counterclaims or causes of action, objections, contests, or defenses (collectively, a "Challenge Proceeding") against CNH Capital, or its subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such, in connection with matters related to the CNH Capital Prepetition Loan Documents, the CNH Capital Prepetition Indebtedness, the CNH Capital Prepetition Liens or the Prepetition CNH Capital Collateral.
- c. A final non-appealable order is entered in favor of the plaintiff in any such Challenge Proceeding; *provided* that any pleadings filed in any Challenge Proceeding shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever waived, released and barred.
- d. For the avoidance of doubt, the Challenge Period shall apply solely to the CNH Capital Prepetition Liens and shall not apply to the DIP Obligations and the post-petition liens granted to CNH Capital herein pursuant to section 364 of the Bankruptcy Code, which shall not be subject to subordination, avoidance, or otherwise challenged.

- e. Nothing herein shall prohibit the Debtors from communicating with the Creditors' Committee with respect to claims the Creditors' Committee alleges it may have against CNH Capital.

16. Notwithstanding the foregoing, solely in the circumstance where no Creditors' Committee is appointed in these Bankruptcy Cases, parties-in-interest shall have standing to bring a Challenge Proceeding on or before 5 business days prior to the hearing on the Sale.

17. Failure to File a Challenge Proceeding. If no Challenge Proceeding is timely and properly filed during the Challenge Period with respect to the CNH Capital Prepetition Indebtedness or CNH Capital Prepetition Liens: (i) the Debtors' stipulations, admissions, agreements and releases contained in this Interim Order relating thereto shall be binding on all parties in interest for purposes of this Interim Order; (ii) the obligations of CNH Capital under the CNH Capital Prepetition Loan Documents shall constitute allowed claims not subject to defense, claim, counterclaim, recharacterization, subordination, offset, or avoidance for all purposes in this Chapter 11 Case and any subsequent Chapter 7 case; (iii) CNH Capital shall be deemed to have, as of the Petition Date, legal, valid, binding, perfected, security interests and liens, not subject to recharacterization, subordination, avoidance or other defense; (iv) the CNH Capital Prepetition Liens shall not be subject to any other or further claim or challenge by any non-statutory committees appointed or formed in this Chapter 11 Case or any other party in interest acting or seeking to act on behalf of the Debtors' estates; and (v) any defenses, claims, causes of action, counterclaims and offsets by any non-statutory committees appointed or formed in this Chapter 11 Case, or any other party acting or seeking to act on behalf of the Debtors' estates, whether arising under the Bankruptcy Code or otherwise, against CNH Capital arising out of or relating to the CNH Capital Prepetition Loan Documents shall be deemed forever waived, released and barred to the extent set forth in the Debtors' stipulations in this Interim Order. If any such Challenge

Proceeding is timely filed during the Challenge Period, the applicable stipulations, admissions, agreements and releases contained in this Interim Order shall nonetheless remain binding and preclusive (as provided in the first sentence of this paragraph) on any other person or entity, except to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge Proceeding as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any Committee or any non-statutory committees appointed or formed in this Chapter 11 Case, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenge Proceedings with respect to the CNH Capital Prepetition Loan Documents, or the CNH Capital Prepetition Liens. Any motion seeking standing shall attach a draft complaint or other pleading that sets forth such claim or cause of action or other Challenge Proceedings, and any claim or cause of action or other Challenge Proceeding not included therein shall be deemed forever waived, released and barred.

18. Indemnity. Subject to applicable Fifth Circuit law, the Debtors agree to indemnify, defend, and hold harmless CNH Capital, its affiliates, and its respective officers, directors, employees, agents, advisors, attorneys, and representatives from and against all losses, claims, liabilities, damages, and expenses (including, without limitation, fees and expenses of counsels) for any actions, omissions, or events arising from or directly related to the CNH Capital DIP Financing, except to the extent resulting from CNH Capital's gross negligence or willful misconduct, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

19. Limitation on Charging Expenses Against Collateral. Subject to the entry of a Final Order, no costs or expenses of administration of the Chapter 11 Cases or any successor cases to these Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the CNH Capital Prepetition Collateral or the CNH Capital DIP Collateral (including Cash Collateral) pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of CNH Capital, and no consent shall be implied from any other action, inaction or acquiescence by CNH Capital and nothing contained in this Interim Order shall be deemed to be a consent by CNH Capital to any charge, lien, assessment or claims against such collateral under section 506(c) of the Bankruptcy Code or otherwise.

20. No Marshaling. Subject to the entry of a Final Order, in no event shall CNH Capital be subject to the equitable doctrine of “marshaling” or any similar doctrine with respect to the CNH Capital Prepetition Collateral, the Prepetition Indebtedness, or the CNH Capital DIP Collateral. Further, in no event shall the “equities of the case” exception in section 552(b) of the Bankruptcy Code apply to CNH Capital with respect to proceeds, products, offspring or profits of any CNH Capital Prepetition Collateral.

21. Credit Bidding. Subject to the lien priorities set forth herein, CNH Capital shall have the right, consistent with the provisions of the CNH Capital Prepetition Loan Documents, as applicable, to credit bid up to the full amount of the applicable obligations of CNH Capital under the CNH Capital Prepetition Loan Documents and the Adequate Protection Obligations in any sale of the CNH Capital Prepetition Collateral or CNH Capital DIP Collateral, as applicable, in each case outside the ordinary course of business, without the need for further Court order authorizing the same and whether any such sale is effectuated through sections 363(k), 1123 or 1129(b) of the

Bankruptcy Code, by a Chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, in each case unless the Court for cause orders otherwise; *provided* that the amount of any Adequate Protection Obligations shall have been determined by an order of the Court prior to the submission of any credit bid including such obligations.

22. Good Faith. CNH Capital has acted in good faith (including, without limitation, for purposes of Section 363(m) of the Bankruptcy Code) in connection with this Interim Order and their reliance on this Interim Order has been and is in good faith.

23. Reporting. The Debtors shall provide CNH Capital with a copy of the “Budget Compliance Report” and the “Floorplan Lender Payment Report” (as those terms are defined in the Interim Cash Collateral Order) contemporaneously with providing such reports to M&T, as “Administrative Agent.”

24. Effectiveness. The provisions of this Interim Order shall be effective immediately upon entry of this Interim Order by the Court pursuant to Bankruptcy Rules 6004(h) and 7062 and any actions taken pursuant thereto shall survive entry of, and shall govern with respect to any conflict with any order which may be entered confirming any plan, dismissing any of the Debtors’ Chapter 11 Cases pursuant to Bankruptcy Code Sections 303, 305 or 1112, or converting any of the Debtors’ cases from Chapter 11 to Chapter 7, and the terms and provisions of this Interim Order as well as the priorities in payment, liens, and security interests granted pursuant to this Interim Order and the CNH Capital Prepetition Loan Documents shall continue in these or any superseding cases under the Bankruptcy Code, and such priorities in payment, liens and security interests shall maintain their priority as provided by this Interim Order. Notwithstanding anything to the contrary contained in this Interim Order, to the extent of any conflict between the Intercreditor Agreements and this Interim Order, the Intercreditor Agreements shall control.

25. If any or all of the provisions of this Interim Order are hereafter reversed or modified on appeal such reversal or modification on appeal shall not affect the validity of the DIP Obligations or any priority or lien granted hereby, whether or not CNH Capital knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal. To the extent permitted by applicable law, notwithstanding any reversal, stay, modification or vacation, any use of Cash Collateral or DIP Obligations incurred by the Debtors or their estates prior to the actual receipt of written notice by CNH Capital of the effective date of such reversal, stay, modification or vacation shall be governed in all respects by the original provisions of this Court's DIP orders, and CNH Capital shall be entitled to all the rights, remedies, privileges and benefits granted in section 364(e) of the Bankruptcy Code, this Interim Order and pursuant to the CNH Capital DIP Documents with respect to all uses of Cash Collateral and the DIP Obligations.

26. Insurance and Taxes. The Debtors shall maintain insurance on all insurable Property now or hereafter owned against such risks and to the extent customary in their industry.

27. Waiver of Applicable Stay. Any applicable stay (including, without limitation, under Bankruptcy Rule 6004(h)) is hereby waived and shall not apply to this Interim Order.

28. Timeliness. Time is of the essence with respect to all performance required by this Interim Order.

29. Objections Overruled or Withdrawn. All objections to the entry of the Interim Order have been withdrawn or are hereby overruled.

30. Final Hearing. The final hearing to consider the matters set forth in this Interim Order shall be held on **November 18, 2025 at 9:30 a.m. (prevailing Central Time)** before this Court, which the Court has approved on shortened notice. On or before two (2) business days after

entry of this Interim Order, the Debtors shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Interim DIP Order and of the Final Hearing (the “Final Hearing Notice”), together with copies of this Interim Order and the Motion, on: (a) the Notice Parties and (b) to any Committee after the same has been appointed, or Committee counsel, if the same shall have been appointed. The Final Hearing Notice shall state that any party in interest objecting to the entry of the proposed Final DIP Order shall file written objections with the Court no later than **November 12, 2025 at 5:00 p.m. (prevailing Central Time)**, which objections shall be served so that the same are received on or before such date by the Notice Parties.

31. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce this Interim DIP Order according to its terms.

###END OF ORDER###

Submitted by:

Joseph M. Coleman (SBN 04566100)
Jason Binford (SBN 24045499)
JaKayla J. DaBera (SBN 24129114)
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Counsel for CNH Industrial Capital America LLC

In re:
Groff Tractor Mid Atlantic, LLC
Debtor

Case No. 25-90010-elm
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0539-9
Date Rcvd: Oct 31, 2025

User: admin
Form ID: pdf025

Page 1 of 2
Total Noticed: 7

The following symbols are used throughout this certificate:

Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 02, 2025:

Recip ID	Recipient Name and Address
db	+ Groff Tractor Mid Atlantic, LLC, 8404 Kelso Drive, Essex, MD 21221-3139
aty	+ Antonio J Aguilera, Otterbourg P.C., 230 Park Avenue, New York, NY 10169-2898
aty	+ Matthew J Stockl, Otterbourg P.C., 230 Park Avenue, New York, NY 10169-2898
aty	+ Michael J. Lockerby, Foley & Lardner LLP, 3000 K St., N.W., Suite 600, Washington, DC 20007-5111
cr	+ CNH Industrial America LLC, Foley & Lardner LLP, 2021 McKinney Ave., Suite 1600, Dallas, TX 75201-3340

TOTAL: 5

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	+ Email/Text: ecffilings@padfieldstout.com	Oct 31 2025 21:46:00	Volvo Financial Services, a division of VFS US LLC, c/o Padfield & Stout, LLP, John T. Easter, 100 Throckmorton Street, Suite 700, Fort Worth, TX 76102-2837
cr	+ Email/Text: ecffilings@padfieldstout.com	Oct 31 2025 21:46:00	Volvo Financial Services, a division of VFS US LLC, c/o Padfield & Stout LLP, Jessica N. Alt, 100 Throckmorton Street, Suite 700, Fort Worth, TX 76102-2837

TOTAL: 2

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 02, 2025

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 31, 2025 at the address(es) listed below:

District/off: 0539-9
Date Rcvd: Oct 31, 2025

User: admin
Form ID: pdf025

Page 2 of 2
Total Noticed: 7

Name	Email Address
Andrew M. Kramer	on behalf of Creditor Manufacturers and Traders Trust Company akramer@otterbourg.com awilliams@otterbourg.com;shautzinger@otterbourg.com
Christopher V. Arisco	on behalf of Creditor Volvo Financial Services a division of VFS US LLC carisco@padfieldstout.com
Eric Thomas Haitz	on behalf of Debtor Groff Tractor Mid Atlantic LLC eric.haitz@bondsellis.com, linda.gordon@bondsellis.com
Eric Thomas Haitz	on behalf of Debtor Dealer 2023 LLC eric.haitz@bondsellis.com linda.gordon@bondsellis.com
Eric Thomas Haitz	on behalf of Debtor Groff Tractor Holdings LLC eric.haitz@bondsellis.com, linda.gordon@bondsellis.com
Herbert Jeffrey Gilles	on behalf of Creditor BTRS Holdings Inc. dba Billtrust herbert.gilles@clarkhillstrasburger.com mary.medrano@clarkhillstrasburger.com
Jason B. Binford	on behalf of Creditor CNH Industrial Capital America LLC jbinford@krcl.com ajezisek@krcl.com
Jessica Nicole Alt	on behalf of Creditor Volvo Financial Services a division of VFS US LLC jalt@padfieldstout.com
John Easter	on behalf of Creditor Volvo Financial Services a division of VFS US LLC jeaster@padfieldstout.com
Joseph M. Coleman	on behalf of Creditor CNH Industrial Capital America LLC jcoleman@krcl.com ecf@krcl.com;jcoleman@ecf.courtdrive.com
Joshua N. Eppich	on behalf of Debtor Dealer 2023 LLC Joshua@BondsEllis.com linda.gordon@bondsellis.com
Joshua N. Eppich	on behalf of Debtor Groff Tractor Mid Atlantic LLC Joshua@BondsEllis.com, linda.gordon@bondsellis.com
Joshua N. Eppich	on behalf of Debtor Groff Tractor Holdings LLC Joshua@BondsEllis.com, linda.gordon@bondsellis.com
Kenneth P Green	on behalf of Debtor Groff Tractor Mid Atlantic LLC ken.green@bondsellis.com, linda.gordon@bondsellis.com
Kevin M. Lippman	on behalf of Creditor Manufacturers and Traders Trust Company klippman@munsch.com
Kristen L. Perry	on behalf of Creditor Eck & Glass Inc., operating as Assurant Commercial Equipment kristen.perry@faegredrinker.com, kelly.olson@faegredrinker.com;danette.dykema@faegredrinker.com;cathy.greer@faegredrinker.com
Lynda L. Lankford	on behalf of Creditor JT Realty Investments LLC lynda.lankford@vhh.law, llankford@ecf.courtdrive.com;khartogh@ecf.courtdrive.com;kristina.hartogh@vhh.law;bankruptcy.docketing@vhh.law;bankrupt cy.docketing@ecf.courtdrive.com
Mary Taylor Stanberry	on behalf of Creditor JT Realty Investments LLC mary.stanberry@vhh.law
Thomas C. Scannell	on behalf of Creditor CNH Industrial America LLC tscannell@foley.com acordero@foley.com;thomas-scannell-3441@ecf.pacerpro.com
United States Trustee	ustpreion06.da.ecf@usdoj.gov

TOTAL: 20