Exhibit 1

Final Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
VYAIRE MEDICAL, INC., *et al.*,[1]	)	Case No. 24-11217 (BLS)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket Nos. 12 & 103**

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

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") in the above captioned chapter 11 cases (collectively, the "Cases"), pursuant to sections 105, 361, 362, 363, 364, 506(c), 507, and 552 of title 11 of the United States Code (as amended, the "Bankruptcy Code"), rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1(b), 4001-2, 9006-1, and 9013 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), seeking entry of this final order (this "Final Order"):

(i) authorizing Vyaire Medical, Inc. and Vyaire Finance B.V., in their capacities as borrowers (the "DIP Borrowers"), to obtain postpetition financing, and for each of the other Debtors to guarantee unconditionally (the Debtors, other than the DIP

[1] The last four digits of Debtor Vyaire Medical, Inc.'s federal tax identification number are 6495. A complete list of each of the Debtors in these chapter 11 cases and each such Debtor's federal tax identification number may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/Vyaire. The location of Debtor Vyaire Medical, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is 26125 North Riverwoods Boulevard, Mettawa, Illinois, USA 60045.

[2] Capitalized terms used but not defined herein have the meanings given to such terms in the Motion or the DIP Credit Agreement (as defined herein).

Borrowers, the "DIP Guarantors") on a joint and several basis, the DIP Borrowers' obligations in connection with a superpriority senior secured multiple draw term loan credit facility (the "DIP Facility") in the aggregate principal amount of $180,000,000 (the "DIP Loans"), consisting of:

(a) New Money Loans. A superpriority senior secured multiple draw term loan credit facility in the principal amount of $45,000,000 (the "New Money Commitments" and the term loans made thereunder, the "New Money Loans"), which New Money Loans were fully funded upon entry of the Interim Order (as defined below) in accordance with the terms and conditions set forth in the DIP Credit Agreement (as defined below), substantially in the form attached to the Interim Order as Exhibit A and all other terms and conditions of the DIP Documents (as defined below);

(b) Roll-Up Loans. A superpriority term loan facility in the principal amount of up to $135,000,000 (the "Roll-Up Loans"), of which (x) $75,000,000 was deemed funded in accordance with clause (i) below on the date of the entry of the Interim Order, and (y) up to an additional $60,000,000 will be deemed funded in accordance with clause (ii) below, and an equal amount of First Lien Term Loans (as defined below) was, or will be, deemed converted into and exchanged for, such Roll-Up Loans, in each case, at the times, and in accordance with the terms and conditions, set forth in the DIP Credit Agreement and the other DIP Documents and as set forth below.

(i) On the date of the Interim Order, concurrently with the making of the New Money Loans as described in clause (a) above, $75,000,000 in aggregate principal amount of First Lien Term Loans were deemed converted into and exchanged for Roll-Up Loans (the First Lien Term Loans rolled-up pursuant to this clause (b), the "Rolled-Up First Lien Term Loans" and, the First Lien Term Loans that are not Rolled-Up First Lien Term Loans, the "Remaining First Lien Term Loans"), and $75,000,000 of Roll-Up Loans were deemed funded on the date of the Interim Order, without constituting a novation, which deemed funding satisfied and discharged $25,000,000 in aggregate principal amount of Rolled-Up First Lien Term Loans. The Roll-Up Loans deemed funded on the date of the Interim Order were deemed to be made by each Backstop Party (as defined in the DIP Credit Agreement) (or an investment advisor, manager, or beneficial owner for the account of a Backstop Party, or an affiliated fund or trade counterparty designated by such Backstop Party) (such initial lender holding such Roll-Up Loans, the "Closing Date Roll-Up Lenders") in an amount equal to the lesser of (x) the aggregate principal amount of the First Lien Term Loans owing to the applicable Closing Date Roll-Up Lenders on the date of the Interim Order and (y) an amount equal to (I) $75,000,000 multiplied by (II) the quotient of the amount set forth next to each

Backstop Party's name on Schedule 2.09 of the DIP Credit Agreement divided by the sum of all amounts set forth on Schedule 2.09 of the DIP Credit Agreement.

(ii) On each Withdrawal Date (as defined in the DIP Credit Agreement), concurrently with and automatically upon the withdrawal from the Loan Proceeds Account (as defined in the DIP Credit Agreement) and disbursement of New Money Loans to the DIP Borrowers on such Withdrawal Date (the aggregate amount of New Money Loans funded by any DIP Lender and so withdrawn and disbursed on any such Withdrawal Date, such DIP Lender's "Withdrawn Amount"), each DIP Lender (or an investment advisor, manager, or beneficial owner for the account of such DIP Lender, or an affiliated fund or trade counterparty designated by such DIP Lender) (collectively, the "Additional Roll-Up Lenders") shall be deemed to have (x) converted and exchanged an aggregate principal amount of Remaining First Lien Term Loans equal to the lesser of (I) such Additional Roll-Up Lender's Remaining First Lien Term Loans on such date and (II) three times its Withdrawn Amount on such Withdrawal Date (such lesser amount, such DIP Lender's "Roll-Up Amount") for Roll-Up Loans and (y) funded an amount of Roll-Up Loans equal to its Roll-Up Amount on such Withdrawal Date, without constituting a novation, and satisfied and discharged an aggregate principal amount of its Rolled-Up First Lien Term Loans equal to its Roll-Up Amount.

(iii) On the terms set forth in the Syndication Procedures, upon completion of the Syndication (as defined in the DIP Credit Agreement) (1) each DIP Lender holding Roll-Up Loans on such date ("Existing Roll-Up Lender") were deemed to have assigned a portion of its Roll-Up Loans ratably to each other DIP Lender on such date (each such DIP Lender, a "Syndicate Lender"), and each Syndicate Lender were deemed to have ratably assumed an amount of Roll-Up Loans from each Existing Roll-Up Lender and (2) each Syndicate Lender on such date were deemed to have assigned a portion of its Remaining First Lien Term Loans to each Existing Roll-Up Lender and each Existing Roll-Up Lender were deemed to have assumed a portion of such Remaining First Lien Term Loans from each Syndicate Lender such that each DIP Lender (including both Existing Roll-Up Lenders and Syndicate Lenders) holds the amount of Roll-Up Loans as set forth set forth on Schedule 2.17 of the DIP Credit Agreement and the Remaining First Lien Term Loans were reallocated and assigned accordingly.

(ii) authorizing the DIP Borrowers and the DIP Guarantors to (a) enter into and perform under that certain Senior Secured Super-Priority Term Loan

Debtor-In-Possession Credit Agreement dated on or around June 11, 2024, among the DIP Borrowers, the lenders party thereto (collectively in such capacities, the "DIP Lenders"), and Wilmington Savings Fund Society, FSB, as administrative agent, and collateral agent (in such capacities, the "DIP Agent," and, together with the DIP Lenders, the "DIP Secured Parties") (as the same may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the "DIP Credit Agreement") and the other DIP Documents (as defined below) and (b) enter into and perform under that certain Escrow Agreement (the "Escrow Agreement"), dated on or around June 11, 2024, among the DIP Borrowers, the DIP Agent, and Wilmington Savings Fund Society, FSB, as escrow agent (the "Escrow Agent"); and each of the foregoing, together with the Interim Order, this Final Order, and all agreements, documents, and instruments delivered or executed in connection therewith, in each case as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time in accordance with the terms thereof (including the fee letters executed by the DIP Borrowers in connection with the DIP Facility and the Escrow Agreement), and other guarantee and security documentation, collectively, the "DIP Documents"), and to perform such other and further acts as may be required in connection with the DIP Documents;

(iii) authorizing the Debtors to use the proceeds of the DIP Loans and the Prepetition Collateral (as defined below), including Cash Collateral (as defined below), (x) solely in accordance with the Approved DIP Budget (subject to any Permitted Variance set forth herein and in the DIP Credit Agreement), (y) to effectuate the exchange of First Lien Term Loans for Roll-Up Loans in accordance with the DIP Credit Agreement, the Interim Order, and this Final Order, and (z) to provide working capital for, and for other general corporate purposes of, the Debtors and certain of the Debtors' subsidiaries, including for funding the Carve Out (as defined below) and for payment of any Adequate Protection Payments (as defined below);

(iv) subject to the Carve Out, granting adequate protection to the Prepetition Secured Parties (as defined below) to the extent of any Diminution in Value (as defined below) of their interests in the Prepetition Collateral (as defined below);

(v) subject to the Carve Out, and except as otherwise provided in paragraph 39 of this Final Order, granting valid, enforceable, binding, non-avoidable, and fully perfected first priority priming liens on and senior security interests in substantially all of the property, assets, and other interests in property and assets of the Debtors, whether such property is presently owned or after-acquired, and each Debtors' estate as created by section 541 of the Bankruptcy Code, of any kind or nature whatsoever, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, whether existing prior to or arising after the Petition Date (as defined below), subject only to the (x) Carve Out (as defined below) and (y) other valid, perfected and unavoidable liens, if any, existing as of the Petition Date that are senior to the liens or security interests of the Prepetition Secured Parties as of the Petition Date by operation of law or permitted by the Prepetition Documents and liens that are perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code (the "Prior Senior Liens");

(vi) except as otherwise provided in paragraph 39 of this Final Order, granting superpriority administrative expense claims against each of the Debtors' estates to the DIP Agent and the DIP Lenders with respect to the DIP Obligations (as defined below) over any and all administrative expenses of any kind or nature subject and subordinate only to the payment of the Carve Out on the terms and conditions set forth herein and in the DIP Documents;

(vii) waiving the Debtors' and the estates' right to surcharge against the Prepetition Collateral or DIP Collateral (each as defined below) pursuant to section 506(c) of the Bankruptcy Code;

(viii) providing that the "equities of the case" exception under section 552(b) of the Bankruptcy Code does not apply to such parties with respect to the proceeds, products, offspring, or profits of any of the Prepetition Collateral or the DIP Collateral, as applicable;

(ix) pursuant to Bankruptcy Rule 4001, holding a final hearing (the "Final Hearing") on the Motion before this Court to consider entry of this Final Order, among other things, (1) authorizing the Debtors to, on a final basis, borrow from the DIP Lenders a principal amount of $180,000,000 in DIP Loans of which (I) $25,000,000 of New Money Loans were made available to the DIP Borrowers upon entry of the Interim Order, (II) $20,000,000 of New Money Loans were funded into an escrow account (the "Escrow Account") upon entry of the Interim Order and available to be drawn by the DIP Borrowers in accordance with the DIP Documents, (III) $75,000,000 of Roll-Up Loans were deemed funded and converted from and exchanged for First Lien Term Loans upon entry of the Interim Order, and (IV) up to an additional $60,000,000 of Roll-Up Loans shall be deemed funded and converted from and exchanged for First Lien Term Loans upon the entry of, and in accordance with, this Final Order without any further action by the Debtors or any other party, (2) authorizing the DIP Guarantors to guaranty the DIP Obligations, (3) authorizing the Debtors' use of Prepetition Collateral (including Cash Collateral), (4) granting the adequate protection described in this Final Order, and (5) authorizing the Debtors to execute and deliver the DIP Documents to which they are a party and to perform their respective obligations thereunder and such other and further acts as may be necessary or appropriate in connection therewith; and

(x) granting related relief.

The interim hearing on the Motion having been held by this Court on June 11, 2024 (the "Interim Hearing"); and upon the record made by the Debtors at the Interim Hearing, including the Motion (Docket No. 12), the *Declaration of John Bibb, Group Chief Executive Officer of Vyaire Medical, Inc., in Support of Chapter 11 Filing and First Day Motions* [Docket No. 15], the *Declaration of Michael Schlappig in Support of the Motion for Entry of Interim and Final Orders*

(I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related [Docket No. 44], the *Declaration of Charles Braley in Support of the Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related* [Docket No. 34], and the other evidence submitted or adduced and the arguments of counsel made at the Interim Hearing held on June 11, 2024; and this Court having entered, after the Interim Hearing, on June 12, 2024, that certain *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* (Docket No. 103) (the "Interim Order"); and notice of the Motion and the Final Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and 9014; and this Court having heard and resolved or overruled any objections, reservations of rights, or other statements with respect to the relief requested in the Motion; and the Court having noted the appearances of all parties in interest; and it appearing that approval of the final relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates, and otherwise 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 it appearing that the Debtors' entry into the

DIP Credit Agreement and the other DIP Documents is a sound and prudent exercise of the Debtors' business judgment; and the Debtors having provided notice of the Motion and the relief requested therein as set forth in the Motion; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE FINAL HEARING, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[3]

A. *Petition Date*. On June 9, 2024 (the "Petition Date"), each of the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware commencing these Cases.

B. *Debtors in Possession*. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Cases.

C. *Jurisdiction and Venue*. The Court has jurisdiction over the Motion, these Cases, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. The Court's consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue for these Cases and proceedings on the Motion is proper 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.

[3] Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, pursuant to Bankruptcy Rule 7052.

D. *Committee*. On June 26, 2024, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the "Committee").

E. *Notice*. Notice of the Motion and the Final Hearing has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice of the Motion with respect to the relief requested at the Final Hearing is or shall be required. The final relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates, for purposes of Bankruptcy Rule 6003.

F. *Debtors' Stipulations*. Subject only to the rights of parties in interest specifically set forth in paragraph 12 of this Final Order (and subject to the limitations thereon contained in such paragraph or otherwise in this Final Order), the Debtors stipulate and agree that (collectively, paragraphs F(i) through (x) below are referred to herein as the "Debtors' Stipulations"):

(i) First Lien Term Loans.

(a) The Prepetition First Lien Term Lenders (as defined below) provided loans (the "First Lien Term Loans") in a total aggregate principal amount outstanding as of the Petition Date of $339,300,000 under that certain First Lien Credit Agreement dated as of April 16, 2018, by and among Vyaire Company ("Holdings"), the DIP Borrowers, each of the other revolving lenders from time to time party thereto (collectively, the "Prepetition First Lien Revolving Lenders"), each of the other term lenders from time to time party thereto (collectively, the "Prepetition First Lien Term Lenders"), and Bank of America, N.A. as administrative agent and collateral agent (in such capacities, the "Prepetition First Lien Term Loan Agent", and together with the Prepetition First Lien Revolving Lenders, the Prepetition First Lien Term Lenders and the other Secured Parties (as defined in the Prepetition First Lien Credit Agreement), the

"Prepetition First Lien Term Loan Secured Parties") (such credit agreement, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition First Lien Credit Agreement", and together with the other Loan Documents (as defined in the Prepetition First Lien Credit Agreement), the "Prepetition First Lien Term Loan Documents"). The First Lien Credit Agreement and Prepetition First Lien Loan Documents include a Revolving Credit Facility (as defined in the Prepetition First Lien Credit Agreement) that matured on April 16, 2024.

(b) (1) As of the Petition Date, the Prepetition Loan Party Debtors (as defined below) were jointly and severally indebted to the Prepetition First Lien Term Loan Secured Parties pursuant to the Prepetition First Lien Term Loan Documents without objection, defense, counterclaim, or offset of any kind, in the aggregate principal amount of not less than $339,300,000 on account of First Lien Term Loans *plus* accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accountants', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Obligations (as defined in the Prepetition First Lien Credit Agreement), in each case, owing under or in connection with the Prepetition First Lien Term Loan Documents and (2) as of the Petition Date, the Prepetition Loan Party Debtors were jointly and severally indebted to the Prepetition First Lien Revolving Lenders and the Prepetition First Lien Term Loan Agent pursuant to the Prepetition First Lien Loan Documents without objection, defense, counterclaim, or offset of any kind, in the aggregate amount of $1,463,162.00 on account of certain outstanding fees owed to the Prepetition First Lien Revolving Lenders and reimbursement obligations with respect to certain fees and expenses incurred by the Prepetition First Lien Term Loan Agent's legal counsel and financial advisor (collectively, the "Prepetition First Lien Revolving Loan Obligations"); provided that, for the avoidance of doubt, no interest, default interest, additional fees, penalties, or other costs shall accrue on the Prepetition First Lien Revolving Loan Obligations and the Prepetition First Lien Revolving Loan Obligations shall not exceed $1,463,162.00 (the obligations described in the foregoing subparagraph (b)(1) and (2), collectively, the "Prepetition First Lien Term Loan Obligations").

(ii) First Lien Term Loan Collateral. In connection with the Prepetition First Lien Credit Agreement, (x) certain Prepetition Loan Party Debtors entered into that certain First Lien Security Agreement, dated as of April 16, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time the "Prepetition First Lien Term Loan Security Agreement"), by and between Holdings, Vyaire Medical, Inc., certain subsidiaries identified therein as guarantors (including, as applicable, those subsidiaries that became guarantors via a supplemental joinder thereto), and the Prepetition First Lien Term Loan Agent and (y) Holdings entered into that certain First Lien Guaranty, dated as of April 16, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition First Lien Term Loan Guaranty Agreement" and, together with the Prepetition First Lien Term Loan Security Agreement, the "Prepetition First Lien Term Loan Collateral Agreements"), by and between Holdings, certain subsidiaries of Holdings identified therein as guarantors (including, as applicable, those subsidiaries that became guarantors via supplemental joinder thereto), and the Prepetition First Lien Term Loan Agent. Pursuant to the Prepetition First Lien Term Loan Collateral Agreements and the other Prepetition First Lien Term Loan Documents, the Prepetition First Lien Term Loan Obligations are secured by valid, binding, perfected, and enforceable first-priority security interests in and liens (the "First Lien Term Loan Liens") on the "Collateral" (the "Prepetition First Lien Term Loan Collateral"), as such term is defined in the Prepetition First Lien Credit Agreement, pursuant to the Prepetition First Lien Term Loan Documents. The Prepetition First Lien Term Loan Collateral consists of substantially all of the assets of the Debtors that were Loan Parties (as defined in the Prepetition First Lien Credit Agreement) under the Prepetition First Lien Term Loan Documents (the "Prepetition Loan Party Debtors"), except as set forth in the Prepetition First Lien Credit Agreement.

(iii) First Lien Notes.

(a) The Prepetition First Lien Noteholders provided notes (the "First Lien Notes") in a total aggregate principal amount outstanding as of the Petition Date of €72,102,348.98 under that certain Note Purchase Agreement dated as of May 3, 2019, by and among Holdings, the DIP Borrowers, each of the purchasers party thereto (collectively, the "Prepetition First Lien Noteholders"), and Wilmington Trust, National Association as notes agent and collateral agent (in such capacities, the "Prepetition First Lien Notes Agent", and together with the Prepetition First Lien Noteholders and the other Secured Parties (as defined in the Prepetition First Lien Note Purchase Agreement), the "Prepetition First Lien Notes Secured Parties" and, together with the Prepetition First Lien Term Loan Secured Parties, the "Prepetition First Lien Secured Parties") (such note purchase agreement, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition First Lien Note Purchase Agreement", and together with the other "Note Documents" (as defined in the Prepetition First Lien Note Purchase Agreement), the "Prepetition First Lien Note Documents").

(b) As of the Petition Date, the Prepetition Loan Party Debtors were jointly and severally indebted to the Prepetition First Lien Notes Secured Parties pursuant to the Prepetition

First Lien Notes Documents without objection, defense, counterclaim, or offset of any kind, in the aggregate principal amount of not less than €72,102,348.98 on account of First Lien Notes *plus* accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accountants', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Obligations (as defined in the Prepetition First Lien Note Purchase Agreement), in each case, owing under or in connection with the Prepetition First Lien Notes Documents (collectively, the "Prepetition First Lien Notes Obligations" and, together with the Prepetition First Lien Term Loan Obligations, the "Prepetition First Lien Obligations").

(iv) First Lien Notes Collateral. In connection with the Prepetition First Lien Note Purchase Agreement, (x) certain Prepetition Loan Party Debtors entered into that certain Security Agreement, dated as of May 3, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time the "Prepetition First Lien Notes Security Agreement"), by and between Holdings, Vyaire Medical, Inc., certain subsidiaries identified therein as guarantors (including, as applicable, those subsidiaries that became guarantors via a supplemental joinder thereto), and the Prepetition First Lien Notes Agent and (y) Holdings entered into that certain Guaranty, dated as of May 3, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition First Lien Notes Guaranty Agreement" and, together with the Prepetition First Lien Notes Security Agreement, the "Prepetition First Lien Notes Collateral Agreements"), by and between Holdings, certain subsidiaries of Holdings identified therein as guarantors (including, as applicable, those subsidiaries that became guarantors via a supplemental joinder thereto), and the Prepetition First Lien Notes Agent. Pursuant to the Prepetition First Lien Notes Collateral Agreements and the other Prepetition First Lien Notes Documents, the Prepetition First Lien Notes Obligations are secured by valid, binding, perfected, and enforceable first-priority security interests in and liens (the "First Lien Notes Liens") on the "Collateral" (the "Prepetition First Lien Notes Collateral"), as such term is defined in the Prepetition First Lien Note Purchase Agreement, pursuant to the Prepetition First Lien Notes Documents. The Prepetition First Lien Notes Collateral consists of substantially all of the assets of the Prepetition Loan Party Debtors, except as set forth in the Prepetition First Lien Note Purchase Agreement.

(v) Second Lien Term Loans.

(a) The Prepetition Second Lien Term Lenders (as defined below) provided loans (the "Second Lien Term Loans") in a total aggregate principal amount outstanding as of the Petition Date of €106,178,070.76 under that certain Second Lien Credit Agreement dated as of April 16, 2018, by and among Holdings, the DIP Borrowers, each of the other lenders from time to time party thereto (collectively, the "Prepetition Second Lien Term Lenders"), Wilmington Trust, National Association as administrative agent and collateral agent (in such capacities, the "Prepetition Second Lien Term Loan Agent", and together with the Prepetition First Lien Term Loan Agent and the Prepetition First Lien Notes Agent, the "Prepetition Agents", and the Prepetition Second Lien Term Loan Agent, together with the Prepetition Second Lien Term Lenders, and the other Secured Parties (as defined in the Prepetition Second Lien Credit Agreement), the "Prepetition Second Lien Term Loan Secured Parties", and together with the Prepetition First Lien Term Loan Secured Parties and the Prepetition First Lien Notes Secured Parties, the "Prepetition Secured Parties") (such credit agreement, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition Second Lien Credit Agreement", and together with the other "Loan Documents" (as defined in the Prepetition Second Lien Credit Agreement), the "Prepetition Second Lien Term Loan Documents", and together with the Prepetition First Lien Term Loan Documents and the Prepetition First Lien Notes Documents, the "Prepetition Documents").

(b) As of the Petition Date, the Prepetition Loan Party Debtors were jointly and severally indebted to the Prepetition Second Lien Term Loan Secured Parties pursuant to the Prepetition Second Lien Term Loan Documents without objection, defense, counterclaim, or offset of any kind, in the aggregate principal amount of not less than €106,178,070.76 on account of Second Lien Term Loans *plus* accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accountants', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Obligations (as defined in the Prepetition Second Lien Credit Agreement), in each case, owing under or in connection with the Prepetition Second Lien Term Loan Documents (collectively, the "Prepetition Second Lien Term Loan Obligations", together with the Prepetition First Lien Term Loan Obligations and the Prepetition First Lien Notes Obligations, the "Prepetition Obligations").

(vi) Second Lien Term Loan Collateral. In connection with the Prepetition Second Lien Credit Agreement, (x) certain Prepetition Loan Party Debtors entered into that certain Second Lien Security Agreement, dated as of April 16, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time the "Prepetition Second Lien Term Loan Security Agreement"), by and between Holdings, Vyaire Medical, Inc., certain subsidiaries identified therein as guarantors (including, as applicable, those subsidiaries that became guarantors via a supplemental joinder thereto), and the Prepetition Second Lien Term Loan Agent and (y) Holdings entered into that certain Second Lien Guaranty, dated as of April 16, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition Second Lien Term Loan Guaranty Agreement" and, together with the Prepetition Second Lien Term Loan Security Agreement, the "Prepetition Second Lien Term Loan Collateral Agreements"), by and between Holdings, certain subsidiaries of Holdings identified therein as guarantors (including, as applicable, those subsidiaries that became guarantors via a supplemental joinder thereto), and the Prepetition Second Lien Term Loan Agent. Pursuant to the Prepetition Second Lien Term Loan Collateral Agreements and the other Prepetition Second Lien Term Loan Documents, the Prepetition Second Lien Term Loan Obligations are secured by valid, binding, perfected, and enforceable second-priority security interests in and liens (the "Second Lien Term Loan Liens", together with the First Lien Term Loan Liens and the First Lien Notes Liens, the "Prepetition Liens") on the "Collateral" (the "Prepetition Second Lien Term Loan Collateral", and together with the Prepetition First Lien Term Loan Collateral and the Prepetition First Lien Notes Collateral, the "Prepetition Collateral"), as such term is defined in the Prepetition Second Lien Credit Agreement, pursuant to the Prepetition Second Lien Term Loan Documents. The Prepetition Second Lien Term Loan Collateral consists of substantially all of the assets of the Prepetition Loan Party Debtors, except as set forth in the Prepetition Second Lien Credit Agreement.

(vii) *Cash Collateral*. Any and all of the Debtors' cash, including any amounts on deposit or maintained in any banking, checking, or other deposit accounts by the Debtors, any amounts generated by the collection of accounts receivable or other disposition of the Prepetition

Collateral existing as of the Petition Date or deposited into the Debtors' banking, checking, or other deposit accounts after the Petition Date, and the proceeds of any of the foregoing is the Prepetition Secured Parties' cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the "Cash Collateral").

(viii) *Bank Accounts*. The Debtors acknowledge and agree that as of the Petition Date, none of the Debtors has either opened or maintains any bank accounts other than the accounts listed in the exhibit attached to any order authorizing the Debtors to continue to use the Debtors' existing cash management system (the "Cash Management Order").

(ix) *Validity, Perfection, and Priority of Prepetition Liens and Prepetition Obligations*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (A) the Prepetition Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral; (B) the First Lien Term Loan Liens and the First Lien Notes Liens are subject and subordinate only to Prior Senior Liens; (C) the Second Lien Term Loan Liens are subject and subordinate only to Prior Senior Liens, the First Lien Term Loan Liens and the First Lien Notes Liens; (D) the Prepetition Obligations constitute legal, valid, binding, and non-avoidable obligations of the Prepetition Loan Party Debtors; (E) the Prepetition Liens encumber all of the Prepetition Collateral subject to the priorities set forth in the Prepetition Documents and the Prepetition Intercreditor Agreements (as defined below), as the same existed on the Petition Date; (F) the Prepetition Liens were granted to or for the benefit of the Prepetition Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (G) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Obligations exist, and no portion of the Prepetition Liens or Prepetition Obligations is subject to any challenge or defense including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (H) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Agents, the Prepetition Secured Parties, or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Prepetition Documents, the Prepetition Obligations, or the Prepetition Liens.

(x) *Prepetition Intercreditor Agreements*. Pursuant to section 510 of the Bankruptcy Code, any applicable intercreditor or subordination provisions contained in any of, or entered into as permitted by and in accordance with, the Prepetition Documents, including that certain (x) Equal Priority Intercreditor Agreement dated as of May 3, 2019, by and among Holdings, the DIP Borrowers, the Prepetition First Lien Term Loan Agent, the Prepetition First Lien Notes Agent, Wilmington Trust, National Association as the initial additional authorized representative, and each additional authorized representative from time to time party thereto (such intercreditor agreement, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Equal Priority Intercreditor Agreement") and (y) Junior Lien Intercreditor Agreement dated as of April 16, 2018 by and among the Prepetition First Lien Term Loan Agent, the Prepetition First Lien Notes Agent, the Prepetition Second Lien Term Loan Agent, and each additional representative from time to time party thereto (such intercreditor agreement, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Junior Lien Intercreditor Agreement", and together with the Equal Priority Intercreditor Agreement, the "Prepetition Intercreditor Agreements") shall (i) remain in full force and effect, and (ii) not be deemed to be amended, altered or modified by the terms of this Final Order or the DIP Documents, in each case, unless expressly set forth herein or therein.

G. *Findings Regarding the DIP Facility and Use of Cash Collateral*.

(i) The Debtors have an immediate need to obtain the DIP Facility and to use Cash Collateral (solely to the extent consistent with the Approved DIP Budget, subject to any Permitted Variance set forth herein and in the DIP Credit Agreement) to, among other things, (A) permit the orderly continuation of their businesses; (B) pay certain Adequate Protection Payments; (C) pay the costs of administration of their estates and satisfy other working capital and general corporate purposes of the Debtors and certain subsidiaries thereof; and (D) fund the wind-down budget, subject to the terms of the Restructuring Support Agreement, to wind down either certain, all, or substantially all of the Debtors' operations in the event a sale of the Debtors' assets is not achievable within the terms, conditions, and/or milestones contemplated in the Restructuring Support Agreement, the DIP Credit Agreement, the Bidding Procedures Order and/or the Bidding Procedures.[4] The DIP Facility will also reassure the Debtors' and their

[4] Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) will apply in computing any period of time prescribed or allowed herein. If the date on which a milestone or transaction may occur will

non-Debtor affiliates' customers and employees that the Debtors will have access to additional liquidity to meet their commitments during the Cases. The ability of the Debtors to obtain sufficient working capital and liquidity through the incurrence of the new indebtedness for borrowed money and other financial accommodations is vital to the preservation and maintenance of the Debtors' going concern value and successful reorganization. The Debtors will not have sufficient sources of working capital and financing to operate their businesses in the ordinary course of business throughout the Cases or to fund the wind-down budget as set forth in this paragraph, subject to the Restructuring Support Agreement, without access to the DIP Facility and authorized use of Cash Collateral, and subject to the Carve Out (defined below) as provided herein.

(ii) The Debtors and their estates will suffer immediate and irreparable harm if immediate financing is not obtained and permission to use Cash Collateral is not granted. The extensions of credit under the DIP Facility are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties.

(iii) The Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Documents and are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors also are unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2), and 364(c)(3) of the Bankruptcy Code for the purposes set forth in the DIP Documents without the Debtors granting to the DIP Secured Parties the DIP Liens (as defined below) and the DIP Superpriority Claims (as defined below) under the terms and conditions set forth in this Final Order and the DIP Documents.

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occur on a day that is not a Business Day, then such milestone or transaction will instead occur on the next succeeding Business Day.

(iv) The DIP Facility has been negotiated in good faith and at arm's length among the Debtors and the DIP Secured Parties, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with the DIP Facility and the DIP Documents, including, without limitation, all loans made to and guarantees issued by the Debtors pursuant to the DIP Documents and all other obligations under the DIP Documents (collectively, the "DIP Obligations") shall be deemed to have been extended by the DIP Secured Parties in good faith as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code. The DIP Obligations, the DIP Liens, and the DIP Superpriority 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, and any liens or claims granted to, or payments made to, or payments made to, the DIP Agent or the DIP Lenders hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Final Order shall be governed in all respects by the original provisions of this Final Order, including entitlement to all rights, remedies, privileges, and benefits granted herein.

(v) *Adequate Protection*. Each of the Prepetition Secured Parties are entitled, pursuant to sections 105, 361, 362, and 363(e) of the Bankruptcy Code, to adequate protection of their respective interests in the Prepetition Collateral, including Cash Collateral, for any diminution in the value thereof, subject only to the rights of parties in interest specifically set forth in paragraph 12 of this Final Order (and subject to the limitations thereon contained in such paragraph or otherwise in this Final Order).

(vi) *Sections 506(c) and 552(b)*. In light of the Prepetition Secured Parties' agreement to subordinate their liens and superpriority claims to the DIP Obligations and the Carve

Out and to permit the use of their Cash Collateral as set forth herein, the Prepetition Secured Parties are entitled to the rights and benefits of section 552(b) of the Bankruptcy Code and (i) a waiver of any "equities of the case" claims under section 552(b) of the Bankruptcy Code and (ii) a waiver of the provisions of section 506(c) of the Bankruptcy Code.

(vii) *Consent by Required Lenders*. Holders constituting Required Lenders (as defined in the Prepetition First Lien Credit Agreement), Required Purchasers (as defined in the Prepetition First Lien Note Purchase Agreement), and Required Lenders (as defined in the Prepetition Second Lien Credit Agreement) have consented to, or are deemed to consent to, conditioned upon the entry of this Final Order, the Debtors' incurrence of the DIP Facility, and proposed use of Cash Collateral on the terms and conditions set forth in this Final Order, including, without limitation, the terms of the adequate protection provided for in this Final Order.

H. *Good Cause Shown; Best Interest*. Good cause has been shown for entry of this Final Order, and entry of this Final Order is in the best interests of the Debtors' respective estates and creditors as its implementation will, among other things, allow for the continued operation of the Debtors' existing business and enhance the Debtors' prospects for a successful reorganization. Absent granting the relief sought by this Final Order, the Debtors' estates will be immediately and irreparably harmed.

I. *Notice*. In accordance with Bankruptcy Rules 2002, 4001(b) and (c), and 9014, and the Local Rules, notice of the Final Hearing has been provided by the Debtors. Under the circumstances, the notice given by the Debtors of the Motion, the relief requested herein, and of the Final Hearing complies with Bankruptcy Rules 2002, 4001(b) and (c), and 9014 and applicable Local Rules.

J. *Arm's Length, Good Faith Negotiations*. The terms of this Final Order were negotiated in good faith and at arm's length between the Debtors and the Prepetition Secured Parties. The Prepetition Secured Parties have acted in good faith 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 Debtors' incurrence of the DIP Facility and the Debtors' use of Cash Collateral, including in respect of all of the terms of this Final Order, all documents related thereto, and all transactions contemplated by the foregoing.

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

IT IS HEREBY ORDERED THAT:

1. DIP Financing Approved. The Motion is granted on a final basis as set forth herein, the DIP Facility is approved on a final basis, and the use of Cash Collateral on a final basis is authorized, subject to the terms of this Final Order.

2. Objections Overruled. Any objections, reservations of rights, or other statements with respect to entry of this Final Order, to the extent not withdrawn or resolved, are overruled on the merits. This Final Order shall become effective immediately upon its entry.

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

(a) The DIP Borrowers and the DIP Guarantors are hereby immediately authorized and empowered to enter into, and execute and deliver, the DIP Documents, including the DIP Credit Agreement, and such additional documents, instruments, certificates and agreements as may be reasonably required or requested by the DIP Secured Parties to implement the terms or effectuate the purposes of this Final Order and the DIP Documents and to effectuate the exchange of First Lien Term Loans for Roll-Up Loans. To the extent not entered into as of the date hereof, the Debtors and the DIP Secured Parties shall negotiate the DIP Documents in good faith, and in all respects such DIP Documents shall be, subject to the terms of this Final Order, consistent with the terms of the DIP Credit Agreement and otherwise reasonably acceptable to the DIP Borrowers and the DIP Agent (acting at the direction of the required lenders under and pursuant to the DIP Credit Agreement (the "Required DIP Lenders")) and the Required DIP Lenders. Upon entry of this Final Order, this Final Order and the other executed DIP Documents (including the fee letters executed in connection with the DIP Facility) shall govern and control the DIP Facility. The DIP Agent is hereby authorized to execute and enter into its respective obligations under the DIP Facility Documents, subject to the terms and conditions set forth therein and this Final Order. Upon execution and delivery thereof, the DIP Documents shall constitute valid and binding obligations of the Debtors enforceable in accordance with their terms. To the extent there exists any conflict among the terms and conditions of the DIP Documents and this Final Order, the terms and conditions of this Final Order shall govern and control.

(b) Upon entry of this Final Order, the DIP Borrowers are hereby authorized to borrow, and the DIP Guarantors are hereby authorized to guaranty, borrowings up to an aggregate principal amount of $180,000,000 of DIP Loans (inclusive of the Roll-Up Loans), of which (i) $25,000,000 of New Money Loans were made available to the DIP Borrowers upon entry of the Interim Order, (ii) $20,000,000 of New Money Loans were funded into the Escrow Account upon entry of the Interim Order and available to be drawn by the DIP Borrowers in accordance with the DIP Documents, (iii) $75,000,000 of Roll-Up Loans were deemed funded and converted from and exchanged for First Lien Term Loans upon entry of the Interim Order, and (iv) up to an additional $60,000,000 of Roll-Up Loans shall be deemed funded and converted from and exchanged for First Lien Term Loans upon entry of this Final Order, subject to and in accordance with the Carve-Out and this Final Order, without any further action by the Debtors or any other party.

(c) In accordance with the terms of this Final Order and the DIP Documents, proceeds of the DIP Loans shall be used solely for the purposes permitted under the DIP Documents and this Final Order, and in accordance with the Approved DIP Budget, subject to the Carve Out and any Permitted Variance, as set forth in this Final Order and the DIP Documents. Attached as Exhibit B to the Interim Order and incorporated herein by reference is a budget prepared by the Debtors and approved by the Required DIP Lenders in accordance with section 6.20 of the DIP Credit Agreement (the "Initial DIP Budget").

(d) In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized, and the automatic stay imposed by section 362 of the Bankruptcy Code is hereby lifted solely to the extent necessary to perform all acts and to make, execute, and deliver all instruments and documents (including, without limitation, the DIP Credit Agreement, any security and pledge agreement, and any mortgage to the extent contemplated thereby, or the DIP Credit Agreement), and to pay all fees (including all amounts owed to the DIP Lenders and the DIP Agent under the DIP Documents, the Escrow Agent under the Escrow Agreement, and the Prepetition Agents under the Prepetition Documents) that may be reasonably required or necessary for the Debtors' performance of their obligations under the DIP Facility, including, without limitation:

(1) the execution, delivery, and performance of the DIP Documents, including, without limitation, the DIP Credit Agreement, any security and pledge agreement, and any mortgage to the extent required thereby;

(2) the execution, delivery, and performance of one or more amendments, waivers, consents, or other modifications to and under the DIP Documents (in each case in accordance with the terms of the applicable DIP Documents and in such form as the Debtors, the DIP Agent, and the Required DIP Lenders may reasonably agree), it being understood that no further approval of the Court shall be required for amendments, waivers, consents, or other modifications to and under the DIP Documents or the DIP Obligations that are not material; provided, that, any such non-material amendment or modification shall be provided to the U.S. Trustee and counsel for the Committee at least one (1) business day prior to such non-material amendment being effective; provided, however, that any material amendment or modification shall be subject to approval of this Court.

(3) the non-refundable payment to each of and/or on behalf of the DIP Secured Parties, as applicable, of the fees referred to in the DIP Documents, including (x) all fees and other amounts owed to the DIP Agent and the DIP Lenders and (y) all reasonable and documented costs and expenses as may be due from time to time, including, without limitation, the reasonable and documented fees and expenses of counsel and other professionals retained as provided for in the DIP Documents and this Final Order (in the case of (i) the DIP/First Lien Advisors and the DIP Agent Advisors whether incurred before or after the Petition Date and (ii) any other party, solely incurred after the Petition Date) including, for the avoidance of doubt, (a) Gibson, Dunn & Crutcher LLP (as counsel), Rothschild & Co (as financial

advisor), Pachulski Stang Ziehl & Jones LLP (as local bankruptcy counsel), and any other foreign counsel and other professionals necessary to represent the interests of the DIP Lenders and the ad hoc group of Prepetition First Lien Term Lenders and Prepetition First Lien Noteholders (the "DIP/First Lien Group") in connection with the Cases (collectively, the "DIP/First Lien Advisors"); (b) ArentFox Schiff LLP (as counsel), and Morris James LLP (as local bankruptcy counsel) to the DIP Agent ("DIP Agent Advisors"); (c) Haynes and Boone, LLP (as counsel) and Ashby & Geddes, P.A. (as local counsel) to the Prepetition First Lien Term Loan Agent; and (d) Seward & Kissel LLP (as counsel) and local counsel to the Prepetition First Lien Notes Agent; and one counsel to the DIP Agent and the DIP Lenders (which shall be chosen by the Required DIP Lenders) in each local foreign jurisdiction, which such fees and expenses shall not be subject to the approval of the Court, nor shall any recipient of any such payment be required to file with respect thereto any interim or final fee application with the Court, provided that any fees and expenses of a professional shall be subject to the provisions of paragraph 18 of this Final Order; and

(4) the performance of all other acts required under or in connection with the DIP Documents, including, without limitation, pursuant to the Escrow Agreement.

(e) Subject to the Carve Out and the rights of parties in interest specifically set forth in paragraph 12 of this Final Order (and subject to the limitations thereon contained in such paragraph or otherwise in this Final Order), such DIP Documents, the DIP Obligations, and the

DIP Liens shall constitute valid, binding, and non-avoidable obligations of the Debtors enforceable against each Debtor in accordance with their respective terms and the terms of this Final Order for all purposes during the Cases, any subsequently converted Case of any Debtor to a case under chapter 7 of the Bankruptcy Code or after the dismissal of any Case. No obligation, payment, transfer, or grant of security under the DIP Credit Agreement, the other DIP Documents, or this Final 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), 548, or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act or similar statute or common law), or subject to any defense, reduction, setoff, recoupment, or counterclaim. All payments or proceeds remitted (a) to or on behalf of the DIP Agent on behalf of any DIP Secured Parties or (b) to or on behalf of the Prepetition Secured Parties, in each case, pursuant to the DIP Documents, the provisions of this Final Order, or any subsequent order of this Court shall be received free and clear of any claim, charge, assessment, or other liability, including, without limitation, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) of the Bankruptcy Code or the "equities of the case" exception of section 552(b) of the Bankruptcy Code. For the avoidance of doubt, and notwithstanding anything to the contrary in any Prepetition Document, DIP Document, any additional document, instrument, certificate and/or agreement related to any of the foregoing, in no event shall any property, proceeds, cash, cash equivalents, or otherwise placed or held in the Escrow Account established pursuant to the Escrow Agreement at any time be, or be deemed to be, property of any of the Debtors or their affiliates or subsidiaries or any of the Debtors' estates and the parties to the Escrow Agreement have acknowledged and agreed to the foregoing; provided, however, that any funds that the Debtors have actually drawn from the Escrow Account pursuant to Section 4.02 of the DIP Credit Agreement, subject to the terms and conditions set forth in this Final Order and the DIP Documents, shall constitute property of the Debtors' estates only after such funds have been actually drawn from the Escrow Account pursuant to Section 4.02 of the DIP Credit Agreement; provided further, however, that notwithstanding anything to the contrary set forth in Section 4.02 of the DIP Credit Agreement, this Final Order, or otherwise, (x) the Debtors shall be required to provide a Withdrawal Notice (as defined in the DIP Credit Agreement) no later than 12:00 p.m. on the date that is one Business Day prior to the proposed Withdraw Date (as defined in the DIP Credit Agreement), and (y) there shall be no limitation on the number of Withdrawal Notices that the Debtors may submit in any given week provided such Withdrawal Notices comply with the DIP Credit Agreement, including, without limitation, Section 4.02 of the DIP Credit Agreement.

(f) The DIP Guarantors are hereby authorized and directed to jointly, severally, and unconditionally guarantee, and upon entry of this Final Order shall be deemed to have guaranteed, in full, all of the DIP Obligations of the DIP Borrowers.

4. Budget and Variance Reporting.

(a) The Initial DIP Budget had set forth, on a weekly basis, the Budgeted Cash Receipts, Budgeted Disbursement Amounts, Budgeted Liquidity and Budgeted Borrower Professional Fees (each as set forth and referenced in the Approved DIP Budget) for the period commencing with the week that includes the Closing Date and was approved by, and was in form and substance reasonably satisfactory to, the Required DIP Lenders (it being acknowledged and agreed that the form of Initial DIP Budget set forth as Exhibit B to the Interim Order was approved by and reasonably satisfactory to the Required DIP Lenders).

(b) On or before the fifth (5th) business day before the end of each Budget Period (as defined below) beginning with the fourth full week following the Petition Date (or more frequently if determined by the Debtors), the Debtors and/or the DIP Agent (at the direction of the Required DIP Lenders) may request an updated budget, and in such case, the Debtors will deliver to the DIP Agent, the DIP/First Lien Advisors, counsel to the Prepetition First Lien Term Loan Agent, and counsel to the Committee an updated Budget for the subsequent 13-week period (a "Subsequent DIP Budget"), which shall be in form and substance satisfactory to the Required DIP Lenders in their sole discretion (not to be unreasonably withheld); provided the Debtors shall be limited to two (2) requests for an updated budget during the ninety (90) days following the Petition Date; provided, further, that to the extent necessary as determined by the Debtors' business judgment, the Debtors may make more than two (2) such requests for an updated budget during the ninety (90) days following the Petition Date solely with the consent of the Required DIP Lenders. The Initial DIP Budget or any Subsequent DIP Budget shall be deemed to constitute the "Approved DIP Budget" for purposes of this Final Order with the most recently delivered Budget constituting the "Approved DIP Budget" solely upon approval by the Required DIP Lenders (which must be in writing (including from the DIP/First Lien Advisors), email being sufficient), or which shall be deemed an Approved DIP Budget absent objection by the Required DIP Lenders within five (5) business days after delivery of the Budget) in their sole discretion. In the event the conditions for the most recently delivered Subsequent DIP Budget to constitute an "Approved DIP Budget" are not met as set forth herein, the prior Approved DIP Budget shall remain in full force and effect and the Debtors shall be required to work in good faith with the Required DIP Lenders to modify such Subsequent DIP Budget until the Required DIP Lenders approve (which approval shall not be unreasonably withheld) such Subsequent DIP Budget as an "Approved DIP Budget."

Each Approved Budget delivered shall be accompanied by such supporting documentation as reasonably requested by the Required DIP Lenders. Each Approved Budget shall be prepared in good faith based upon assumptions believed to be reasonable at the time of preparation thereof. "Budget Period" means the initial four-week period set forth in the Approved DIP Budget in effect at such time.

(c) Commencing on the Friday of the second full calendar week after the Petition Date, Budget Variances (as defined below) shall be tested on each Friday on a two-week basis (each such date, a "Testing Date"). Commencing after the second full week after the Petition Date, on or before 5:00 p.m. (prevailing Eastern time) on each Friday after each full calendar week ending on Friday, the Debtors shall deliver to the DIP Agent, the DIP/First Lien Advisors, counsel to the Prepetition First Lien Term Loan Agent, and counsel to the Committee a budget variance report/reconciliation in form and substance reasonably satisfactory to the DIP/First Lien Group (the "Approved DIP Budget Variance Report"), setting forth in detail (i) the Debtors' actual disbursements (the "Actual Disbursements"), including, without limitation, the sum of all such net line items under the headings "Total Operating Disbursements", "Total Non-Operating Receipts/(Disbursements)" and "Total Restructuring Receipts/(Disbursements)" (as set forth in the Approved DIP Budget) for the week period and the two-week period if ending on the applicable Testing Date; (ii) the Debtors' actual ordinary course receipts that are accounted for as "revenue" under GAAP (as applied by the Debtors in the ordinary course of business consistent with past practice) (the "Actual Receipts"), including the line item under the heading "Total Operating Receipts" in the Approved Budget and excluding, for the avoidance of doubt, any intercompany transactions or asset sales outside the ordinary course of business, on an aggregate basis during the two-week period ending on the applicable Testing Date; (iii) a comparison (whether positive or negative, in dollars and expressed as a percentage) of the Actual Receipts and the Actual Disbursements for the week and two-week period ending on the Testing Date to the amount of Debtors' projected cash receipts and disbursements, in each case, on an aggregate basis, set forth in the Approved DIP Budget with respect to such week or two-week period ending on the applicable Testing Date; (iv) as to each variance contained in the Approved DIP Budget Variance Report and required to be tested pursuant to clause (c) above, an indication as to whether such variance is temporary or permanent and an analysis and explanation in reasonable detail for any variance, including, without limitation, for any variance in excess of 5%; (v) only in the event that a Subsequent DIP Budget has been requested during the two-week period ending on the applicable Testing Period, a weekly roll forward of the Debtors' cash forecast (both domestic and international); and (vi) a cash balance for the Debtors by country. Commencing after the first full week after the entry of this Final Order the (x) Debtors' financial advisors shall coordinate with the Committee's proposed financial advisors, and (y) Debtors' counsel shall coordinate with the Committee's proposed counsel, to hold weekly calls to discuss, among other things, the financial performance of the Company, including any variance and liquidity reporting, the sale process, the investigation, and the general administration of the Chapter 11 Cases.

(d) The Debtors shall not permit: (i) for the rolling two-week period ending on any Testing Date, the Debtors' Total Operating Disbursements (in the aggregate) to be more than 110% (on a cumulative basis taking into account the variance for any prior Budget Period) of the projected disbursements (in the aggregate) as set forth in the Approved DIP Budgets with respect to such period; and (ii) for the rolling two-week period ending on any Testing Date, the Debtors' Actual Receipts (in the aggregate) to be less than 85% (on a cumulative basis taking into account the variance for any prior Budget Period) of the projected receipts (in the aggregate) as set forth in the Approved DIP Budgets with respect to such period (the "Budget Variances"; all references in this Final Order and the DIP Documents to "Approved DIP Budget" shall mean the Approved DIP Budget as it is subject to the Budget Variances). Commencing with the first full calendar week after the Petition Date, the Debtors shall maintain Liquidity (as defined in the DIP Credit Agreement) of not less than $2,500,000 as of the last business day of each calendar week, pro forma of any funds that the Debtors have drawn from the Escrow Account. For purposes of Budget Variances testing, (i) the Debtors shall receive credit in subsequent Budget Periods for any overperformance on either receipts or disbursements for the Budget Period prior thereto and (ii) the fees and expenses of Professional Persons and disbursements made in connection with the administration of the Debtors' chapter 11 cases and other non-operating expenses shall be excluded.

5. Access to Records. The Debtors shall provide the DIP/First Lien Advisors and the Committee's advisors with all reporting and other information required to be provided to the DIP Agent under the DIP Documents. In addition to, and without limiting, whatever rights to access the DIP Secured Parties have under the DIP Documents, upon reasonable notice to counsel to the Debtors (email being sufficient), at reasonable times during normal business hours, the Debtors shall permit representatives, agents, and employees of the DIP Secured Parties and the Committee to have reasonable access to (i) inspect the Debtors' assets, and (ii) reasonably requested information (including historical information and the Debtors' books and records) and personnel, including regularly scheduled meetings as mutually agreed with senior management of the Debtors and other company advisors (during normal business hours), and the DIP Secured Parties and the Committee shall be provided with access to all information they shall reasonably request, excluding any information for which confidentiality is owed to third parties, information subject

to attorney client or similar privilege, or where such disclosure would not be permitted by any applicable requirements of law.

6. DIP Superpriority Claims. Subject to, and subordinate in all respects to, the Carve Out, pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against each of the Debtors' estates (the "DIP Superpriority Claims") (without the need to file any proof of claim) to the extent set forth in the Bankruptcy Code, with priority over any and all administrative expenses, adequate protection claims, diminution claims, and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under sections 105, 326, 327, 328, 330, 331, 361, 362, 364, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code or otherwise, which allowed claims shall for the purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code and which shall be payable from all prepetition and postpetition property of the Debtors and all proceeds thereof, including, without limitation, the DIP Collateral and including, without limitation, any proceeds or property recovered in connection with the pursuit of claims or causes of action arising under chapter 5 of the Bankruptcy Code, if any (the "Avoidance Actions"), subject only to the payment of the Carve Out; provided that the DIP Lenders shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than proceeds of Avoidance Actions, commercial tort claims, claims against directors and officers, and any other claims under the Debtors' insurance policies to the extent such claims constituted Previously Unencumbered Property, or any proceeds or product of the foregoing (collectively, the

"Unencumbered Claims") before seeking recovery from proceeds of such Unencumbered Claims with respect to such DIP Superpriority Claims. Except as set forth in this Final Order, no other superpriority claims shall be granted or allowed in these Cases.

7. DIP Liens. As security for the DIP Obligations, effective and perfected upon the date of this Final Order, and without the necessity of the execution, recordation of filings by the Debtors of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar documents, or the possession or control by the DIP Agent or any DIP Lender of, or over, any DIP Collateral (as defined below), the following security interests and liens are hereby granted by the Debtors to the DIP Agent, for the benefit of the DIP Secured Parties (all property identified in clause (a) and (b) below being collectively referred to as the "DIP Collateral"), subject only to (x) Prior Senior Liens, (y) the Excluded Assets (as defined in the DIP Credit Agreement), and (z) the Carve Out (all such liens and security interests granted to the DIP Agent, for the benefit of the DIP Lenders, pursuant to this Final Order and the DIP Documents, the "DIP Liens"):

(a) First Priority Lien On Any Unencumbered Property. Subject only to the Carve Out, pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-avoidable, automatically, and properly perfected first priority senior security interest in and lien upon all property of the Debtors, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected, and non-avoidable liens (or perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code) including, without limitation (in each case, to the extent not subject to valid, perfected, and non-avoidable liens), a 100% equity pledge of all first-tier foreign subsidiaries and all unencumbered assets of the Debtors; all prepetition property and post-petition property of the Debtors' estates, and the proceeds, products, rents and profits thereof, whether arising from section 552(b) of the Bankruptcy Code or otherwise, including, without limitation, unencumbered cash, if any, (and any investment of such cash) of the Debtors (whether maintained with the DIP Agent or otherwise); all equipment, all goods, all accounts, cash, payment intangibles, bank accounts and other deposit or securities accounts of the Debtors (including any accounts opened prior to, on, or after the Petition Date to the fullest extent permitted under applicable law); all insurance policies and proceeds thereof, equity interests, instruments, intercompany claims, accounts receivable, other rights to payment, all general intangibles, all contracts and contract rights, securities, investment property, letters of credit and letter of credit rights, chattel paper, all interest rate hedging agreements of the Debtors; all owned real estate, real property leaseholds and fixtures of the Debtors; patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property of the Debtors; all commercial tort claims of the Debtors; and all claims and causes of action (including causes of action under section 549 of the Bankruptcy Code, claims arising on account of transfers of value from a Debtor to (x) another Debtor and (y) a non-Debtor affiliate incurred on or following the Petition Date), and any and all proceeds, products, rents, and profits of the foregoing, all products and proceeds of the foregoing and all proceeds and property recovered in respect of Avoidance Actions (collectively, the "Previously Unencumbered Property"); provided, for the avoidance of doubt, and notwithstanding anything to the contrary contained herein, to the extent a lien cannot attach to any of the foregoing pursuant to applicable law, the liens granted pursuant to this Final Order shall attach to the Debtors' economic rights, including, without limitation, any and all proceeds of the foregoing; provided, further, that the DIP Lenders shall use commercially reasonable efforts to first seek recovery from

DIP Collateral other than from proceeds of Unencumbered Claims before seeking recovery from proceeds of Unencumbered Claims with respect to such DIP Liens.

(b) Liens Priming the Prepetition Liens. Subject only to the Carve Out and Prior Senior Liens, pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien upon all property of the Debtors that was subject to the Prepetition Liens, including, without limitation, the Prepetition Collateral and Cash Collateral; provided, for the avoidance of doubt, and notwithstanding anything to the contrary contained herein, to the extent a lien cannot attach to any of the foregoing pursuant to applicable law, the liens granted pursuant to this Final Order shall attach to the Debtors' economic rights, including, without limitation, any and all proceeds of the foregoing.

(c) Liens Junior to Certain Other Liens. Subject only to the Carve Out, pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected security interest in and lien upon all prepetition and post-petition property of the Debtors immediately junior to the Prior Senior Liens.

8. Adequate Protection for the Prepetition First Lien Term Loan Secured Parties and the Prepetition First Lien Notes Secured Parties. Subject only to the Carve Out and the rights of parties in interest specifically set forth in paragraph 12 of this Final Order (and subject to the limitations thereon contained in such paragraph or otherwise in this Final Order), and the terms of this Final Order, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of their interests in the Prepetition First Lien Term Loan Collateral and the Prepetition First Lien Notes Collateral (in each case, including Cash Collateral), as applicable, for any diminution in value of

such interests (each such diminution, a "Diminution in Value"), resulting from, among other things, the imposition of the priming DIP Liens on the Prepetition First Lien Term Loan Collateral and the Prepetition First Lien Notes Collateral, the Carve Out, the Debtors' use of the Prepetition First Lien Term Loan Collateral and the Prepetition First Lien Notes Collateral (in each case, including Cash Collateral), and the imposition of the automatic stay, the Prepetition First Lien Term Loan Agent, for the benefit of itself and the Prepetition First Lien Term Loan Secured Parties and the Prepetition First Lien Notes Agent, for the benefit of itself and the Prepetition First Lien Notes Secured Parties, are hereby granted the following (collectively, the "First Lien Adequate Protection Obligations"):

(a) First Lien Adequate Protection Liens. As security for any Diminution in Value, additional and replacement, valid, binding, enforceable, non-avoidable, and effective and automatically perfected postpetition security interests in and liens as of the date of this Final Order (together, the "First Lien Adequate Protection Liens"), without the necessity of the execution by the Debtors (or recordation or other filing), of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, on all DIP Collateral and all proceeds or property recovered from Avoidance Actions; provided that the Prepetition First Lien Term Loan Secured Parties and the Prepetition First Lien Notes Secured Parties shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than proceeds of Unencumbered Claims before seeking recovery from proceeds of Avoidance Actions with respect to such First Lien Adequate Protection Liens. Subject to the terms of this Final Order, the First Lien Adequate Protection Liens shall be subordinate only to the (A) Carve Out, (B) the DIP Liens, and (C) Prior Senior Liens. The First Lien Adequate Protection Liens shall otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral (including, for the avoidance of doubt, any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code). To the extent that any of the First Lien Term Loan Liens and/or the First Lien Note Liens are subject of a successful Challenge pursuant to the terms of this Final Order, any First Lien Adequate Protection Obligations may be proportionately reduced.

(b) First Lien Adequate Protection Superpriority Claims. As further adequate protection, and to the extent provided by sections 503(b), 507(a), and 507(b) of the Bankruptcy Code, allowed administrative expense claims in each of the Cases ahead of and senior to any and all other administrative expense claims in such Cases to the extent of any postpetition Diminution in Value (the "First Lien Adequate Protection Superpriority Claims"), but junior to the Carve Out and the DIP Superpriority Claims; provided, that the Prepetition First Lien Term Loan Secured Parties and the Prepetition First Lien Notes Secured Parties shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than proceeds of Unencumbered Claims before seeking recovery from proceeds of Unencumbered Claims with respect to such First Lien Adequate Protection Superpriority Claims. Subject to the Carve Out and the DIP Superpriority Claims in all respects, and to the extent set forth in the Bankruptcy Code, the First Lien Adequate Protection Superpriority Claims will not be junior to any claims and shall have priority over all administrative expense claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(d), 726, 1113, and 1114 of the Bankruptcy Code.

(c) First Lien Adequate Protection Payments. As further adequate protection, the Debtors are authorized and directed to pay, in accordance with the terms of paragraph 18 of this Final Order, all reasonable and documented fees and expenses (the "First Lien Adequate Protection Fees"), in the case of (i) the DIP/First Lien Advisors and DIP Agent Advisors whether incurred before or after the Petition Date and (ii) any other party, solely incurred after the Petition Date, to the extent not duplicative of any fees and/or expenses paid pursuant to paragraph 3(e)(3) hereof, including all reasonable and documented fees and expenses of counsel and other professionals retained as provided for in the DIP Documents and this Final Order, including, for the avoidance of doubt, of (i) the DIP/First Lien Advisors, including, without limitation, Gibson, Dunn & Crutcher LLP (as counsel), Rothschild & Co (as financial advisor), Pachulski Stang Ziehl & Jones LLP (as local bankruptcy counsel), and any other foreign counsel and other professionals necessary to represent the interests of the DIP Lenders and the ad hoc group of Prepetition First Lien Term Lenders and Prepetition First Lien Noteholders, (ii) the DIP Agent Advisors, including, without limitation, ArentFox Schiff LLP and Morris James LLP as counsel to the DIP Agent, (iii) Haynes and Boone, LLP and Ashby & Geddes, P.A. as counsel to the Prepetition First Lien Term Loan Agent, and (iv) Seward & Kissel LLP and local counsel as counsel to the Prepetition First Lien Notes Agent. None of the First Lien Adequate Protection Fees shall be subject to separate approval by this Court, and no 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.

(d) Right to Seek Additional Adequate Protection. This Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the Prepetition First Lien Term Loan Secured Parties or the Prepetition First Lien Notes Secured Parties to request further or alternative forms of adequate protection at any time or the rights of the Debtors or any other party, including the Committee, to contest such request. 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 First Lien Term Loan Secured Parties or the Prepetition First Lien Notes Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition First Lien Term Loan Collateral and the Prepetition First Lien Notes Collateral during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition First Lien Term Loan Secured Parties or the Prepetition First Lien Notes Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition First Lien Term Loan Secured Parties or the Prepetition First Lien Notes Secured Parties against any Diminution in Value of their respective interests in the Prepetition First Lien Term Loan Collateral and the Prepetition First Lien Notes Collateral (in each case, including the Cash Collateral).

(e) Other Covenants. The Debtors shall maintain their cash management arrangements in a manner consistent with the Cash Management Order approving the Debtors' cash management motion. The Debtors' failure to comply with the covenants contained in the DIP Credit Agreement regarding conduct of business, including, without limitation, preservation of rights, qualifications, licenses, permits, privileges, franchises, governmental authorizations and intellectual property rights material to the conduct of their business and the maintenance of properties and insurance shall be an Event of Default.

(f) Reporting Requirements. As additional adequate protection to the Prepetition First Lien Term Loan Secured Parties and the Prepetition First Lien Notes Secured Parties, the Debtors shall comply with all reporting requirements set forth in the DIP Credit Agreement. The Committee shall also be entitled to the same reporting requirements set forth in the DIP Credit Agreement as provided to the Prepetition First Lien Term Loan Secured Parties and the Prepetition First Lien Notes Secured Parties.

(g) Miscellaneous. Except for (i) the Carve Out; (ii) the rights of parties in interest specifically set forth in paragraph 12 of this Final Order (and subject to the limitations thereon contained in such paragraph or otherwise in this Final Order); and (iii) as otherwise provided in paragraphs 6 and 7, the First Lien Adequate Protection Liens and First Lien Adequate Protection Superpriority Claims granted to the Prepetition First Lien Term Loan Secured Parties and the Prepetition First Lien Notes Secured Parties pursuant to paragraph 8 of this Final Order shall not be subject, junior, or *pari passu*, to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under the Bankruptcy Code, including, without limitation, pursuant to section 551 of the Bankruptcy Code or otherwise, and shall not be subordinated to or made *pari passu* with any lien, security interest or administrative claim under the Bankruptcy Code, including, without limitation, pursuant to section 364 of the Bankruptcy Code or otherwise.

9. Adequate Protection for the Prepetition Second Lien Term Loan Secured Parties. Subject only to (i) the Carve Out and the rights of parties in interest specifically set forth in paragraph 12 of this Final Order (and subject to the limitations thereon contained in such paragraph or otherwise in this Final Order, and (ii) paragraph 9(c) below, the First Lien Adequate Protection Obligations, and the terms of this Final Order, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of their interests in the Prepetition Second Lien Term Loan Collateral (including Cash Collateral), as applicable, for any Diminution in Value, resulting from, among other things, the imposition of the priming DIP Liens on the Prepetition Second Lien Term Loan

Collateral, the Carve Out, the Debtors' use of the Prepetition Second Lien Term Loan Collateral (in each case, including Cash Collateral), and the imposition of the automatic stay, the Prepetition Second Lien Term Loan Agent, for the benefit of itself and the Prepetition Second Lien Term Loan Secured Parties, is hereby granted the following (collectively, the "Second Lien Adequate Protection Obligations", and together with the First Lien Adequate Protection Obligations, the "Adequate Protection Obligations"):

(a) Second Lien Adequate Protection Liens. As security for any Diminution in Value, additional and replacement, valid, binding, enforceable, non-avoidable, and effective and automatically perfected postpetition security interests in and liens as of the date of this Final Order (together, the "Second Lien Adequate Protection Liens", and together with the First Lien Adequate Protection Liens, the "Adequate Protection Liens"), without the necessity of the execution by the Debtors (or recordation or other filing), of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, on all DIP Collateral and all proceeds or property recovered from Avoidance Actions; provided that the Prepetition Second Lien Term Loan Secured Parties shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than proceeds of Avoidance Actions before seeking recovery from proceeds of Avoidance Actions with respect to such Second Lien Adequate Protection Liens. Subject to the terms of this Final Order, the Second Lien Adequate Protection Liens shall be subordinate only to the (A) Carve Out, (B) the DIP Liens, (C) Prior Senior Liens, (D) the First Lien Term Loan Liens, (E) the First Lien Notes Liens, and (F) the First Lien Adequate Protection Liens. The Second Lien Adequate Protection Liens shall otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral (including, for the avoidance of doubt, any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code). To the extent that any of the Second Lien Term Loan Liens are subject of a successful Challenge pursuant to the terms of this Final Order, any Second Lien Adequate Protection Obligations may be proportionately reduced.

(b) Second Lien Adequate Protection Superpriority Claims. As further adequate protection, and to the extent provided by sections 503(b), 507(a), and 507(b) of the Bankruptcy Code, allowed administrative expense claims in each of the Cases ahead of and senior to any and all other administrative expense claims in such Cases to the extent of any postpetition Diminution in Value (the "Second Lien Adequate Protection Superpriority Claims", and together with the First Lien Adequate Protection Superpriority Claims, the "Adequate Protection Superpriority Claims"), but junior to the Carve Out, the DIP Superpriority Claims, and the First Lien Adequate Protection Superpriority Claims; provided, that the Prepetition Second Lien Term Loan Secured Parties shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than proceeds of Unencumbered Claims before seeking recovery from proceeds of Unencumbered Claims with respect to such Second Lien Adequate Protection Superpriority Claims. Subject to the Carve Out, the DIP Superpriority Claims, and the First Lien Adequate Protection Superpriority Claims in all respects, and to the extent set forth in the Bankruptcy Code, the Second Lien Adequate Protection Superpriority Claims will not be junior to any claims and shall have priority over all administrative expense claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(d), 726, 1113, and 1114 of the Bankruptcy Code.

(c) Second Lien Adequate Protection Payments. As further adequate protection and solely to the extent not yet paid by the Debtors pursuant to the Interim Order, the Debtors are authorized and directed to pay, in accordance with the terms of paragraph 18 of this Final Order, all reasonable and documented fees and expenses up to $100,000 (the "Second Lien Adequate Protection Fees"), to the extent not duplicative of any fees and/or expenses paid pursuant to paragraph 3(e)(3) hereof or the Interim Order, of counsel to the Prepetition Second Lien Term Lenders. None of the Second Lien Adequate Protection Fees shall be subject to separate approval by this Court, and no 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.

10. 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 Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed 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 the Committee pursuant to section 327, 328, or 1103 of the Bankruptcy Code (together with the Debtor Professionals, the "Professional Persons") at any time before or on the first business day following delivery by the DIP Agent (at the direction of the Required DIP Lenders) (or by the Prepetition First Lien Term Loan Agent (at the direction of the Required Lenders) after repayment of the DIP Obligations in full) 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 $1,500,000 incurred after the first business day following delivery by the DIP Agent of the Carve Out Trigger Notice (or (i) by the Prepetition First Lien Term Loan Secured Parties and/or the Prepetition First Lien Notes Secured Parties after repayment of the DIP Obligations in full and (ii) by the Prepetition Second Lien Term Loan Secured Parties after repayment of the Prepetition First Lien Obligations in full),[5] 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"). For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the DIP Agent (at the direction of the Required DIP Lenders) (or by the Prepetition First Lien Term Loan Agent (at the direction of the Required Lenders) after repayment of the DIP Obligations in full) 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 Facility (or the occurrence of the Termination Date for the Debtors' use of cash collateral and the expiration of the applicable Remedies Notice Period and during the continuation of an Event of Default (as defined herein)), stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) Delivery of Weekly Fee Statements. Not later than 7:00 p.m. New York 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, the DIP Agent, and the DIP/First Lien Advisors a statement setting forth a good-faith estimate of the amount of unpaid

[5] For the avoidance of doubt, (i) the Prepetition First Lien Term Loan Secured Parties and/or the Prepetition First Lien Notes Secured Parties shall not deliver a Carve Out Trigger Notice until the DIP Obligations are paid in full and (ii) the Prepetition Second Lien Term Loan Secured Parties shall not deliver a Carve Out Trigger Notice until the Prepetition First Lien Obligations are paid in full.

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 business day of the occurrence of the Termination Declaration Date (as defined below), each Professional Person shall deliver one additional statement (the "Final Statement") setting forth a good-faith estimate of the amount of unpaid fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the Termination Declaration Date (and the Debtors shall cause such Weekly Statement and Final Statement to be delivered on the same day received to the DIP Agent and the DIP/First Lien Advisors). If any Professional Person fails to deliver a Weekly Statement within three (3) calendar days after such Weekly Statement is due, such Professional Person's entitlement (if any) 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 covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Approved Budget for such period for such Professional Person; provided that, for the avoidance of doubt, such limitation shall only apply temporally for the applicable period(s) at issue and shall not be deemed to, or construed as, precluding, excluding, limiting, or disallowing such Professional Person's Allowed Professional Fees for such applicable period(s).

(c) Carve Out Reserves. Commencing with the week ended June 14, 2024, and on or before the Thursday of each week thereafter, the Debtors shall utilize all cash on hand as of such date to fund a reserve in an amount equal to the sum of (a) the greater of (i) the aggregate unpaid amount of all Estimated Fees and Expenses reflected in the Weekly Statement delivered on the immediately prior Wednesday to the Debtors and the DIP Agent, and (ii) the aggregate amount of unpaid Allowed Professional Fees contemplated to be incurred in the Approved 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 Budget for the week occurring after the most recent Calculation Date. The Debtors shall deposit and hold such amounts in a segregated account maintained at 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; provided that when all Allowed Professional Fees have been paid in full, any funds remaining in the Funded Reserve Account shall revert to the Debtors for use in a manner consistent with the DIP Credit Agreement and this Final Order. For the avoidance of doubt, the DIP Lenders shall have no obligation to fund aggregate fees and expenses in excess of the New Money Commitments. On the day on which a Carve Out Trigger Notice is given by the DIP Agent (at the direction of the Required DIP Lenders) (or by the Prepetition First Lien Term Loan Agent (at the direction of the Required Lenders) after repayment of the DIP Obligations in full) to the Debtors with a copy to counsel to the Committee (the "Termination Declaration Date"), the Carve Out Trigger Notice shall constitute a demand to, and the Debtors shall utilize all cash on hand as of such date, including cash in the Funded Reserve Account, and any available cash thereafter held by any Debtor, to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees accrued prior to the Termination Declaration Date. The Debtors shall deposit and hold such amounts in a segregated account maintained at the

Debtors in trust to pay such then unpaid Allowed Professional Fees incurred through the Termination Declaration Date (the "Pre-Carve Out Trigger Notice Reserve") prior to any and all other claims. For the avoidance of doubt, the DIP Lenders shall have no obligation to fund the Pre-Carve Out Trigger Notice Reserve in excess of the DIP Loans already funded to the Debtors from the Escrow Account prior to the Termination Declaration Date and any such remaining DIP Loans held in the Escrow Account that has not yet been funded to the Debtors prior to the Termination Declaration Date shall not be used to fund the Pre-Carve Out Trigger Notice Reserve. On the Termination Declaration Date, after funding the Pre-Carve Out Trigger Notice Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor, after funding the Pre-Carve Out Trigger Notice Reserve, 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 at the Debtors in trust to pay such unpaid 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. Any remaining DIP Loans held in the Escrow Account that has not yet been funded to the Debtors prior to the Termination Declaration Date shall not be used to fund the Post-Carve Out Trigger Notice Reserve. All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (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 indefeasibly paid in full, and then to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero to pay the DIP Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Secured Parties in accordance with their rights and priorities as of the Petition Date. 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"), and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the DIP Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Secured Parties in accordance with their rights and priorities under the Prepetition Intercreditor Agreements as of the Petition Date. Notwithstanding anything to the contrary in the DIP Documents, or this Final Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 10, 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, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in this paragraph 10, prior to making any payments to the DIP Agent, the Prepetition Secured Parties, or the Prepetition Agents, as applicable. Notwithstanding anything to the contrary in the DIP Documents or this Final Order, following delivery of a Carve Out Trigger Notice, the DIP Agent and the Prepetition Agents 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 until the Carve Out Reserves have been fully funded, but shall have an automatically perfected lien and a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the DIP Agent for application in accordance with the DIP Documents or if the DIP Obligations have been indefeasibly paid in full, to the applicable Prepetition Agents, for application in accordance with the Prepetition Documents and the Prepetition Intercreditor

Agreements. Further, notwithstanding anything to the contrary in this Final Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute Loans (as defined in the DIP Credit Agreement) or increase or reduce the DIP Obligations, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the Initial Budget, Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees, nor as a cap or limitation on the amount of fees under 28 U.S.C. § 1930, due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Final Order, the DIP Documents, or in any Prepetition Document, the Carve Out, including without limitation, for the avoidance of doubt, funds held in the Funded Reserve Account and the Carve-Out Reserves pursuant to this paragraph 10, shall be senior to all liens and claims securing the DIP Facility, the DIP Superpriority Claims, the DIP Liens, the Adequate Protection Liens, and claims pursuant to section 507(b) of the Bankruptcy Code, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations, the Prepetition First Lien Term Loan Obligations, the Prepetition First Lien Notes Obligations, or the Prepetition Second Lien Term Loan Obligations, including, without limitation, the Adequate Protection Obligations, the Prepetition First Lien Adequate Protection Obligations and the Prepetition Second Lien Adequate Protection Obligations.

(d) Carve Out 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.

(e) No Direct Obligation To Pay Allowed Professional Fees. None of the DIP Agent, DIP Lenders, or the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person or any fees or expenses of the U.S. Trustee or Clerk of the Court incurred in connection with the 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 Agent, 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 Carve Out On or After the Termination Declaration Date. 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. Except as set forth in paragraph 10 of this Final Order, the Carve Out shall not constitute DIP Obligations, First Lien Term Loan Obligations, First Lien Term Loan Notes Obligations, or Second Lien Term Loan Obligations, but shall be entitled to the protections granted under this Final Order, the DIP Documents, the Bankruptcy Code, and applicable law.

11. Reservation of Rights of the DIP Agent, DIP Lenders, and Prepetition First Lien Secured Parties. Subject only to the Carve Out, notwithstanding any other provision in this Final Order or the DIP Documents to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair: (a) any of the rights of any of the Prepetition First Lien Secured Parties to seek any other or supplemental relief in respect of the Debtors including the right to seek additional adequate protection at and following the Final Hearing; provided that any such further or different adequate protection shall at all times be subordinate and junior to the Carve Out and the claims and liens of the DIP Secured Parties granted under this Final Order and the DIP Documents; (b) any of the rights of the DIP Secured Parties or the Prepetition First Lien Secured Parties under the DIP Documents, the Prepetition

Documents, the Prepetition Intercreditor Agreements, or the Bankruptcy Code or under non-bankruptcy law (as applicable), including, without limitation, the right of any of the DIP Secured Parties or the Prepetition First Lien Secured Parties to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Cases, conversion of any of the Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers in any of the Cases, (iii) seek to propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of the DIP Secured Parties or the Prepetition Secured Parties. The delay in or failure of the DIP Secured Parties and/or the Prepetition First Lien Secured Parties to seek relief or otherwise exercise their rights and remedies shall not constitute a waiver of any of the DIP Secured Parties' or the Prepetition First Lien Secured Parties' rights and remedies. For all adequate protection purposes throughout the Cases, each of the Prepetition First Lien Secured Parties shall be deemed to have requested relief from the automatic stay and adequate protection for any Diminution in Value from and after the Petition Date. For the avoidance of doubt, such request will survive termination of this Final Order.

12. Reservation of Certain Committee and Third Party Rights and Bar of Challenges and Claims. Subject to the Challenge Period (as defined herein), the stipulations, admissions, waivers, and releases contained in this Final Order, including the Debtors' Stipulations, shall be binding upon the Debtors, their estates, and any of their respective successors in all circumstances and for all purposes and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined below) as of the Petition Date. The stipulations, admissions, and waivers contained in this Final Order, including, the Debtors' Stipulations, shall be binding upon all other parties in interest, including any committee and any other person acting on behalf of the Debtors'

estates, unless and to the extent that the Committee or a party in interest with proper standing granted by order of the Court (or other court of competent jurisdiction) has timely and properly filed an adversary proceeding or contested matter under this Final Order and the Bankruptcy Rules seventy-five (75) calendar days after entry of the Interim Order (*i.e.*, no later than August 26, 2024) (the "Challenge Period" and the date of expiration of the Challenge Period, the "Challenge Period Termination Date"); provided, however, that if, prior to the end of the Challenge Period, (x) the cases convert to chapter 7, or (y) if a chapter 11 trustee is appointed, then, in each such case, the Challenge Period shall be extended by the later of (A) the time remaining under the Challenge Period plus ten (10) days or (B) such other time as ordered by the Court solely with respect to any such trustee, commencing on the occurrence of either of the events discussed in the foregoing clauses (x) and (y); provided that the Challenge Period shall not be extended past the date (as such date may be extended in accordance with the Bidding Procedures and the consent rights thereunder) of a hearing on the approval of the Debtors' proposed sale transaction(s), if any, before this Court; (i) seeking to avoid, object to, or otherwise challenge the findings or Debtors' Stipulations regarding: (a) the validity, enforceability, extent, priority, or perfection of the mortgages, security interests, and liens of the Prepetition Agents and the Prepetition Secured Parties; or (b) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition Obligations (any such claim, a "Challenge"), and (ii) in which the Court enters a final order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter. Upon the expiration of the Challenge Period Termination Date without the filing of a Challenge (or if any such Challenge is filed and overruled): (a) any and all such Challenges by any party (including the Committee, any chapter 11 trustee, and/or any examiner or other estate representative appointed or elected in these Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed or elected in any Successor Case) shall be deemed to be forever barred; (b) the Prepetition Obligations shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense, or avoidance for all purposes in the Debtors' Cases and any Successor Cases; (c) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured claims, not subject to recharacterization, subordination, or avoidance; and (d) all of the Debtors' stipulations and admissions contained in this Final Order, including the Debtors' Stipulations, and all other waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to the Prepetition Secured Parties' claims, liens, and interests contained in this Final Order shall be of full force and effect and forever binding upon the Debtors, the Debtors' estates, and all creditors, interest holders, and other parties in interest in these Cases and any Successor Cases. If any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules and remains pending and the Cases are converted to chapter 7, the chapter 7 trustee may continue to prosecute such adversary proceeding or contested matter on behalf of the Debtors' estates. Furthermore, if any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules, the stipulations and admissions contained in this Final Order, including the Debtors' Stipulations, shall nonetheless remain binding and preclusive on the Committee and any other person or entity except to the extent that such stipulations and admissions were expressly challenged in such adversary proceeding or contested matter prior to the Challenge Period Termination Date. Nothing in this Final Order vests or confers on any person (as defined in the Bankruptcy Code), including, without limitation, the Committee, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation any challenges (including a Challenge) with respect to the Prepetition Documents, the Prepetition Liens, and the Prepetition Obligations, and a separate order of the Court conferring such standing on the Committee or other party-in-interest shall be a prerequisite for the prosecution of a Challenge by the Committee or such other party-in-interest. Notwithstanding anything to the contrary set forth in this Final Order, the Committee shall have the right to serve upon the DIP Lender and the Prepetition Secured Parties requests pursuant to Bankruptcy Rule 2004 relating to the Prepetition First Lien Term Loan Obligations, the Prepetition First Lien Notes Obligations, and the Second Lien Term Loan Obligations (the "2004 Requests"), and the Prepetition First Lien Term Loan Obligations, the Prepetition First Lien Notes Obligations, and the Second Lien Term Loan Obligations, as applicable, shall timely respond to such 2004 Requests, and to the extent that the Prepetition First Lien Term Loan Obligations, the Prepetition First Lien Notes Obligations, and the Second Lien Term Loan Obligations, as applicable, do not timely respond to such 2004 Requests, the Committee shall be entitled to seek an emergency hearing with the Court.

13. Termination Date. Following the Termination Date (as defined below) and the expiration of the Remedies Notice Period as defined below), consistent with Article VIII of the DIP Credit Agreement, (a) all DIP Obligations shall be immediately due and payable, all New Money Commitments will terminate, and the Carve Out Reserves shall be funded as set forth in this Final Order; (b) all authority to use Cash Collateral shall cease; provided, however, that during the Remedies Notice Period (as defined below), the Debtors may use Cash Collateral solely to fund the Carve Out, pay payroll, and for other expenses critical to the administration of the Debtors' estates in accordance with the Approved DIP Budget, subject to any Permitted Variance provided for in the DIP Credit Agreement; and (c) the DIP Secured Parties shall be otherwise

entitled to exercise rights and remedies under the DIP Documents in accordance with this Final Order.

14. Events of Default. The occurrence of any of the following events, unless waived by the Required DIP Lenders in accordance with the terms of the DIP Documents, shall constitute an event of default (collectively, the "Events of Default"): (a) the failure of the Debtors to perform, in any material respect, any of the terms, provisions, conditions, covenants, or obligations under this Final Order; (b) the failure of the Debtors to comply with any of the case milestones set forth in section 6.19 of the DIP Credit Agreement (collectively, the "Required Milestones"), in accordance with the DIP Credit Agreement, unless such Required Milestone has been waived or extended by the Required DIP Lenders; or (c) the occurrence of an "Event of Default" under the DIP Credit Agreement. The Required DIP Lenders shall provide written notice (email being sufficient) of any Event of Default to the Debtors, the Committee, and the U.S. Trustee. For the avoidance of doubt, (i) to the extent the Debtors breach section 6.23 of the DIP Credit Agreement, the Debtors may cure such breach within three (3) Business Days before such breach constitutes an immediate event of default under section 8.01(b) of the DIP Credit Agreement, (ii) section 8.01(k) of the DIP Credit Agreement shall not apply to claims for fees and expenses of Professional Persons, and (iii) section 8.01(e) of the DIP Credit shall not apply to defaults under the Prepetition Documents.

15. Rights and Remedies Upon Event of Default. Immediately upon the occurrence and during the continuation of an Event of Default, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this Final Order, and following the expiration of the Remedies Notice Period (defined below), (a) the DIP Agent (at the direction of the Required DIP

Lenders) may declare (any such declaration shall be referred to herein as a "Termination Declaration") (i) all DIP Obligations owing under the DIP Documents to be immediately due and payable, (ii) the termination, reduction or restriction of any further commitment to extend credit to the Debtors to the extent any such commitment remains under the DIP Facility, (iii) termination of the DIP Facility and the DIP Documents as to any future liability or obligation of the DIP Agent and the DIP Lenders, but without affecting any of the DIP Liens or the DIP Obligations, and (iv) that the Carve Out shall be triggered, through the delivery of the Carve Out Trigger Notice to the DIP Borrower and (b) subject to paragraph 13(b), the DIP Agent (at the direction of the Required DIP Lenders) may declare a termination, reduction or restriction on the ability of the Debtors to use Cash Collateral (the date on which a Termination Declaration is delivered, the "Termination Date"). The automatic stay in the Cases otherwise applicable to the DIP Agent, the DIP Lenders, and the Prepetition Secured Parties is hereby modified so that five (5) business days after the date a Termination Declaration is delivered (such five (5) business day period, the "Remedies Notice Period"): (a) the DIP Agent (at the direction of the Required DIP Lenders) shall be entitled to exercise its rights and remedies in accordance with the DIP Documents and this Final Order to satisfy the DIP Obligations, DIP Superpriority Claims, and DIP Liens, subject to the Carve Out; (b) subject to the foregoing clause (a), the applicable Prepetition First Lien Secured Parties shall be entitled to exercise their respective rights and remedies to the extent available in accordance with the applicable Prepetition Documents, the Prepetition Intercreditor Agreements, and this Final Order with respect to the Debtors' use of Cash Collateral. During the Remedies Notice Period, the Debtors (and to the extent the Debtors elect not to do so, only following written request (which may be via email) to the Debtors from the Committee to request an emergency hearing which the Debtors decline, the Committee) shall be entitled to seek an emergency hearing within the Remedies Notice Period with the Court. To the extent the Debtors (or, as applicable, the Committee) timely seek an emergency hearing within the Remedies Notice Period with the Court and this Court schedules such hearing on a date beyond the Remedies Notice Period solely because of this Court's availability, the Remedies Notice Period shall automatically be extended to the date of such hearing. Except as set forth in this paragraph 15 or otherwise ordered by the Court prior to the expiration of the Remedies Notice Period, after the Remedies Notice Period, the Debtors shall waive their right to and shall not be entitled to seek relief, including, without limitation, under section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict the rights and remedies of the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties under this Final Order. Unless the Court orders otherwise prior to the expiration of the Remedies Notice Period, the automatic stay, as to all of the DIP Agent, DIP Lenders, and Prepetition First Lien Secured Parties shall automatically be terminated at the end of the Remedies Notice Period without further notice or order. Upon expiration of the Remedies Notice Period, the DIP Agent (at the direction of the Required DIP Lenders) and the Prepetition First Lien Secured Parties shall be permitted to exercise all remedies set forth herein, and in the DIP Documents, and as otherwise available at law without further order of or application or motion to this Court consistent with this Final Order. Notwithstanding anything to the contrary in this Final Order, following an Event of Default, the Prepetition Secured Parties shall be stayed from enforcing any rights and remedies under this Final Order unless and until the DIP Agent has delivered a Carve Out Trigger Notice pursuant to paragraph 10 and has complied with its obligations in connection with the issuance thereof or consents to such enforcement.

16. Limitation on Charging Expenses Against Collateral. No expenses of administration of the 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 (a) the DIP Collateral (except to the extent of the Carve Out), the DIP Agent, or the DIP Lenders or (b) the Prepetition Collateral (except to the extent of the Carve Out) or the Prepetition Secured Parties, in each case, pursuant to sections 105(a) or 506(c) of the Bankruptcy Code or any similar principle of law or equity, without the prior written consent of the DIP Agent, the DIP Lenders, and the Prepetition First Lien Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties.

17. Use of Cash Collateral. The Debtors are hereby authorized to use all Cash Collateral of the Prepetition Secured Parties, but solely for the purposes set forth in this Final Order and solely in accordance with the Approved DIP Budget (subject to permitted variances as set forth in this Final Order and the DIP Documents), including, without limitation, to make payments on account of the Adequate Protection Obligations provided for in this Final Order, from the date of this Final Order through and including the date of termination of the DIP Credit Agreement.

18. Expenses and Indemnification.

(a) The Debtors are hereby authorized and directed to pay, in accordance with this Final Order, the principal, interest, fees, payments, expenses, and other amounts described in the DIP Documents as such amounts become due and without need to obtain further Court approval, including, without limitation, backstop, fronting, closing, arrangement or commitment payments (including all payments and other amounts owed to the DIP Lenders), administrative agent's fees, collateral agent's fees, and escrow agent's fees (including all fees and other amounts owed to the DIP Agent), the reasonable and documented fees and disbursements of counsel and other professionals to the extent listed and set forth in paragraphs 3(e)(3), 8(c), and 9(c) of this

Final Order, all to the extent provided in this Final Order or the DIP Documents. Notwithstanding the foregoing, the Debtors are authorized and directed to pay on the Closing Date (as defined in the DIP Documents), subject to paragraphs 3(e)(3), 8(c), and 9(c), all reasonable and documented fees, costs, and expenses, including the fees and expenses of counsel to the DIP Lenders, the DIP Agent, the Prepetition Agents, and the Prepetition First Lien Secured Parties incurred on or prior to such date without the need to be subject to the procedures set forth in paragraph 18(b).

(b) The Debtors shall be jointly and severally obligated to pay all fees and expenses described above, which obligations shall constitute the DIP Obligations. The Debtors shall pay the reasonable and documented professional fees, expenses, and disbursements of professionals to the extent provided for in paragraphs 3(e)(3), 8(c), and 9(c) of this Final Order (collectively, the "Lender Professionals" and, each, a "Lender Professional") no later than seven (7) business days (the "Review Period") after the receipt by counsel for the Debtors, the Committee, or the U.S. Trustee of each of the invoices therefor (the "Invoiced Fees") and without the necessity of filing formal fee applications, including such amounts arising before the Petition Date. Invoiced Fees shall be in the form of an invoice summary for professional fees and categorized expenses incurred during the pendency of the Cases, and such invoice summary shall not be required to contain time entries, but shall include a general, brief description of the nature of the matters for which services were performed (which shall provide sufficient information to determine if such fees and expenses are reasonable), and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any work product doctrine, privilege or protection, common interest doctrine privilege or protection, any other evidentiary privilege or protection recognized under applicable law, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege, work product doctrine, privilege or protection, common interest doctrine privilege or protection, or any other evidentiary privilege or protection recognized under applicable law. The Debtors, the Committee, or the U.S. Trustee may dispute the payment of any portion of the Invoiced Fees (the "Disputed Invoiced Fees") if, within the Review Period, a Debtor, the Committee, or the U.S. Trustee notifies the submitting party in writing setting forth the specific objections to the Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of a motion or other pleading, with at least ten (10) days prior written notice to the submitting party of any hearing on such motion or other pleading). For avoidance of doubt, the Debtors shall promptly pay in full all Invoiced Fees other than the Disputed Invoiced Fees.

(c) In addition, as provided in section 10.05 of the DIP Credit Agreement, the Debtors will indemnify each of the DIP Lenders, the DIP Agent, the Prepetition Agents, the Prepetition First Lien Secured Parties, and each of their respective Affiliates (as defined in the DIP Credit Agreement), successors, and assigns and the officers, directors, employees, agents, attorneys, advisors, controlling persons, and members of each of the foregoing (each an "Indemnified Person") and hold them harmless from and against all costs, expenses (including but not limited to reasonable and documented legal fees and expenses), and liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the DIP Facility as and to the extent provided in the DIP Credit Agreement; provided that the Debtors shall not indemnify any Indemnified Person against a successful Challenge, including a Challenge of the underlying First Lien Term Loan Liens securing those First Lien Term Loans converted into Roll-Up Loans. No Indemnified Person shall have any liability (whether direct or indirect, in contract, tort, or otherwise) to the Debtors or any shareholders or creditors of the Debtors for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Person's gross negligence, fraud, or willful misconduct or breach of their obligations under the DIP Facility, which indemnity shall have equal priority and lien status to the DIP Superpriority Claims. In no event shall any Indemnified Person or any Debtor be liable on any theory of liability for any special, indirect, consequential, or punitive damages; provided, that this shall not affect the Debtor's indemnification obligations pursuant to the immediately preceding sentence. For the avoidance of doubt, nothing in this Final Order shall be construed as granting any prospective exculpation to the DIP Lenders or the Prepetition Secured Parties.

19. 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.

20. 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 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 herein 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 the Cash Collateral). To the extent the Prepetition Secured Parties request any additional adequate protection to compensate for the Diminution in Value of their interests in the Prepetition Collateral during the Cases, the Prepetition Secured Parties shall provide the Committee with written notice (email being sufficient) prior to the

deadline to vote to accept or reject any chapter 11 plan of such request and a reasonably detailed explanation for the Diminution in Value and the Committee's rights are fully preserved with respect to such request.

21. Insurance. Until the DIP Obligations have been indefeasibly paid in full, at all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition Collateral and the DIP Collateral on substantially the same basis as maintained prior to the Petition Date. To the extent that any of the Prepetition Agents is listed as loss payee and/or additional insured under the DIP Borrowers' (or their affiliates') insurance policies, the DIP Agent shall also be deemed to be a loss payee and/or additional insured under such insurance policies and shall act in that capacity and distribute any proceeds recovered or received in respect of any such insurance policies subject to the Carve Out and in accordance with the terms of this Final Order, the other DIP Documents, and the Prepetition Intercreditor Agreements, as applicable.

22. No Waiver for Failure to Seek Relief. The failure or delay of the DIP Agent or the Required DIP Lenders to exercise rights and remedies under this Final Order, the DIP Documents, or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

23. Perfection of the DIP Liens and Adequate Protection Liens.

(a) Without in any way limiting the automatically effective perfection of the DIP Liens granted pursuant to paragraph 7 hereof and the Adequate Protection Liens granted pursuant to paragraphs 8(a) and 9(a) hereof, the DIP Agent and the Prepetition Agents are hereby authorized, but not required, to file or record financing statements, intellectual property filings, mortgages, depository account control agreements, notices of lien, or similar instruments in any jurisdiction in order to validate and perfect the liens and security interests granted hereunder.

Whether or not the DIP Agent or the Prepetition Agents shall (at the direction of the applicable required lenders or required noteholders) choose to file such financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and not, subject to the Challenge Period, subject to challenge, dispute, or subordination as of the date of entry of this Final Order. If the DIP Agent or the Prepetition Agents (at the direction of the applicable required lenders or required noteholders) determines to file or execute any financing statements, agreements, notice of liens, or similar instruments (which, in each case, shall be at the sole cost and expense of the Debtors), the Debtors shall use commercially reasonable efforts to cooperate and assist in any such execution and/or filings as reasonably requested by the DIP Agent or the Prepetition Agents (at the direction of the applicable required lenders or required noteholders), and the automatic stay shall be modified solely to allow such filings as provided for in this Final Order.

(b) A certified copy of this Final Order may, at the direction of the applicable Required DIP Lenders, be filed with or recorded in filing or recording offices by the DIP Agent or the Prepetition Agents in addition to or in lieu of such financing statements, mortgages, notices of lien, or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Final Order for filing and recording; provided, however, that notwithstanding the date of any such filing, the date of such perfection shall be the date of this Final Order.

(c) Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords, lessors, or other parties or (ii) excluding any stamp-tax, the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code, subject to applicable law. Any such provision shall have no force and effect with respect to the granting of the DIP Liens and the Adequate Protection Liens on such leasehold interest or the proceeds of any assignment and/or sale thereof by any Debtor in accordance with the terms of the DIP Credit Agreement or this Final Order, subject to applicable law.

24. Release. Subject to the rights and limitations set forth in paragraph 12 of this Final Order, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of each of their predecessors, their successors, and assigns, shall, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge, each of the DIP Secured Parties and each of their respective affiliates, former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, assigns, and predecessors in interest, each in their capacity as such (collectively, the "Related Parties"), and each of the Prepetition Agents and Prepetition First Lien Secured Parties and each of their respective Related Parties, of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened, including, without limitation, all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the date hereof with respect to or relating to the DIP Obligations, the DIP Liens, the DIP Documents, the Prepetition Obligations, the Prepetition Liens or the Prepetition Documents,

as applicable, including, without limitation: (i) any so-called "lender liability" or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under the Bankruptcy Code, and (iii) any and all claims and causes of action regarding the validity, priority, extent, enforceability, perfection, or avoidability of the liens or claims of the DIP Secured Parties and the Prepetition Secured Parties; provided that nothing in this paragraph 24 shall in any way limit or release the obligations of any DIP Secured Party under the DIP Documents, the Interim Order, and this Final Order.

25. Credit Bidding. Except as otherwise provided in the RSA, subject to section 363(k) of the Bankruptcy Code, the DIP Agent (at the direction of the Required DIP Lenders) and the Prepetition First Lien Term Loan Agent (at the direction of the Required Lenders) shall have the right to credit bid (either directly or through one or more acquisition vehicles), up to the full amount of the underlying lenders' respective claims, including, for the avoidance of doubt, Adequate Protection Superpriority Claims (other than any First Lien Adequate Protection Fees), if any, in any sale of all or any portion of the Prepetition Collateral or the DIP Collateral including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any chapter 11 plan subject to confirmation under section 1129(b)(2)(A)(ii)-(iii) of the Bankruptcy Code; provided that any right to credit bid pursuant to this paragraph 25 shall be subject to the Committee's Challenge rights under paragraph 12.

26. Preservation of Rights Granted Under this Final Order.

(a) Unless and until all DIP Obligations are indefeasibly paid in full, in cash, and all New Money 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 Documents or this Final Order, 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 23 herein.

(b) In the event this Final Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, any liens or claims granted to the DIP Secured Parties or the Prepetition Secured Parties hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Final Order shall be governed in all respects by the original provisions of this Final Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the Prepetition Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits afforded in section 364(e) of the Bankruptcy Code.

(c) Subject to the Carve Out, unless and until all DIP Obligations, Prepetition Obligations, and Adequate Protection Obligations are indefeasibly paid in full, in cash, and all New Money 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 Agent, the Required DIP Lenders, and the Prepetition Agents (acting at the direction of the applicable required lenders or required noteholders), (x) any modification, stay, vacatur, or amendment of this Final Order or (y) 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 sections 503(b), 507(a), or 507(b) of the Bankruptcy Code) in any of the Cases, *pari passu* with or senior to the DIP Superpriority Claims, the Adequate Protection Superpriority Claims, or the Prepetition First Lien Obligations, or (z) any other order allowing use of the DIP Collateral; (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 Documents and this Final Order; (iv) except as set forth in the DIP Documents, the return of goods pursuant to section 546(h) of the Bankruptcy Code (or other return of goods on account of any prepetition indebtedness) to any creditor of any Debtor; (v) an order converting or dismissing any of the Cases; (vi) an order appointing a chapter 11 trustee in any of the Cases; or (vii) an order appointing an examiner with enlarged powers in any of the Cases; provided, however, that none of the foregoing shall require the Debtors to violate their fiduciary duties.

(d) Notwithstanding any order dismissing any of the Cases entered at any time, (x) the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to this Final Order shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until all DIP Obligations and Adequate Protection Payments are indefeasibly paid in full in cash (and such DIP Liens, DIP Superpriority Claims, Adequate Protection Liens, Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to this Final Order, 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 clause (x) above.

(e) Except as expressly provided in this Final Order or in the DIP Documents, and subject to the rights of parties in interest specifically set forth in paragraph 12 of this Final

Order (and subject to the limitations thereon contained in such paragraph or otherwise in this Final Order), the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and all other rights and remedies of the DIP Agent, the DIP Lenders, and the Prepetition Secured Parties granted by the provisions of this Final Order 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 Cases to a case under chapter 7, dismissing any of the Cases, terminating the joint administration of these 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 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 this Final Order and the DIP Documents shall continue in these Cases, in any successor cases if these 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 Superpriority Claims, and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of this Final Order shall continue in full force and effect until the DIP Obligations and the Adequate Protection Payments are indefeasibly paid in full, in cash or, with respect to the DIP Obligations, otherwise satisfied in a manner agreed to by the Required DIP Lenders and the DIP Agent (acting at the direction of the Required DIP Lenders).

(f) Other than as set forth in this Final Order, subject to the Carve Out, neither the DIP Liens nor the Adequate Protection Liens shall be made subject to or *pari passu* with any lien or security interest granted in any of the Cases or arising after the Petition Date, and neither the DIP Liens nor the Adequate Protection Liens shall be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code.

27. Limitation on Use of DIP Facility Proceeds, DIP Collateral, and Cash Collateral. Notwithstanding anything to the contrary set forth in this Final Order, but subject to Review Period set forth in paragraph 18 hereof, none of the DIP Facility, the DIP Collateral, the Prepetition Collateral, including Cash Collateral, or the Carve Out or proceeds thereof may be used: (a) to investigate (including by way of examinations or discovery proceedings), initiate, assert, prosecute, join, commence, support, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other litigation of any type (i) against any of the DIP Secured Parties or the Prepetition Secured Parties (each in their capacities as such), and each of their respective affiliates, officers, directors, employees, agents, representatives, attorneys, consultants, financial advisors, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, action, or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, any so-called "lender liability" claims and causes of action, or seeking relief that would impair the rights and remedies of the DIP Secured Parties or the Prepetition Secured Parties (each in their capacities as such) under the DIP Documents, the Prepetition Documents, or this Final Order, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or the Committee in connection with the assertion of or joinder in any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration,

or similar relief that would impair the ability of any of the DIP Secured Parties or the Prepetition Secured Parties to recover on the DIP Collateral or the Prepetition Collateral or seeking affirmative relief against any of the DIP Secured Parties or the Prepetition Secured Parties related to the DIP Obligations or the Prepetition Obligations; (ii) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the DIP Obligations or the Prepetition Obligations, or the DIP Agent's, the DIP Lenders', and the Prepetition Secured Parties' liens or security interests in the DIP Collateral or Prepetition Collateral, as applicable; or (iii) for monetary, injunctive, or other affirmative relief against the DIP Secured Parties or the Prepetition Secured Parties, or the DIP Agent's, the DIP Lenders', the Prepetition Secured Parties' respective liens on or security interests in the DIP Collateral or the Prepetition Collateral that would impair the ability of any of the DIP Secured Parties or the Prepetition Secured Parties, as applicable, to assert or enforce any lien, claim, right, or security interest or to realize or recover on the DIP Obligations or the Prepetition Obligations, to the extent applicable; (b) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of the claims, liens, or interests (including the Prepetition Liens) held by or on behalf of each of the Prepetition Secured Parties related to the Prepetition Obligations, or by or on behalf of the DIP Agent and the DIP Lenders related to the DIP Obligations; (c) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to the DIP Obligations, the DIP Liens, the Prepetition Obligations, or the Prepetition Liens; or (d) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of: (x) any of the DIP Liens or any other rights or interests of the DIP Agent or the DIP Lenders related to the DIP Obligations or the DIP Liens, or (y) any of the Prepetition Liens or any other rights or interests of any of the Prepetition Secured Parties related to the Prepetition Obligations or the Prepetition Liens, provided that no more than $125,000 of the proceeds of the DIP Facility, the DIP Collateral, or the Prepetition Collateral, including the Cash Collateral, in the aggregate, may be used by the Committee solely to investigate, within the Challenge Period (as defined below), 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 Obligations.

28. Conditions Precedent. Except as provided for in the Carve Out, no DIP Lender shall have any obligation to make any DIP Loan under the respective DIP Documents unless all of the conditions precedent to the making of such extensions of credit under the applicable DIP Documents have been satisfied in full or waived in accordance with such DIP Documents.

29. Prepetition Intercreditor Agreements. Pursuant to section 510 of the Bankruptcy Code, any applicable intercreditor or subordination provisions contained in any of the Prepetition Documents, including the Prepetition Intercreditor Agreements, shall remain in full force and effect; provided that nothing in this Final Order shall be deemed to provide liens to any Prepetition Secured Party on any assets of the Debtors except as set forth herein.

30. Binding Effect; Successors and Assigns. The DIP Documents and the provisions of this Final Order, including all findings herein, shall, subject to paragraph 12, be binding upon all parties in interest in these Cases, including, without limitation, the DIP Secured Parties, the Prepetition Secured Parties, any committee appointed in these Cases, and the Debtors and their respective successors and permitted assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed

pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the DIP Secured Parties and the applicable Prepetition Secured Parties; provided that, except to the extent expressly set forth in this Final Order, the Prepetition Secured Parties shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors. In determining to make any loan (whether under the DIP Credit Agreement, a promissory note or otherwise) to permit the use of Cash Collateral pursuant to this Final Order or the DIP Documents, the DIP Secured Parties and the Prepetition Secured Parties shall not (i) be deemed to be in control of the operations of the Debtors, or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates.

31. Limitation of Liability. In determining to make any loan under the DIP Documents, or permitting the use of Cash Collateral, pursuant to this Final Order or the DIP Documents, the DIP Secured Parties and the Prepetition Secured Parties shall not, solely by reason thereof, 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, 29 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute). Furthermore, nothing in this Final Order or in the DIP Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, the DIP Lenders, or any Prepetition Secured Parties of any liability for any claims arising from the prepetition or post-petition activities of any of the Debtors.

32. No Requirement to File Claim for DIP Obligations. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, neither the DIP Agent nor any DIP Lender shall be required to file any proof of claim or request for payment of administrative expenses with respect to any of the DIP Obligations, all of which shall be due and payable in accordance with the DIP Documents without the necessity of filing any such proof of claim or request for payment of administrative expenses, and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the DIP Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the DIP Agent's or any DIP Lender's rights, remedies, powers, or privileges under any of the DIP Documents, this Final Order, or applicable law. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

33. No Requirement to File Claim for Prepetition Obligations. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, neither the Prepetition Agents nor any Prepetition Secured Parties shall be required to file any proof of claim or request for payment of administrative expenses with respect to any of the Prepetition Obligations; and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the Prepetition

Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the Prepetition Agents' or any Prepetition Secured Party's rights, remedies, powers, or privileges under any of the Prepetition Documents, this Final Order, or applicable law. Subject to paragraph 20, each Prepetition Agent, for the benefit of itself and the other Prepetition Secured Parties is hereby authorized and entitled, in its sole discretion, but not required, to file (and amend and/or supplement, in its discretion) in the Debtors' lead chapter 11 case a single master proof of claim, which shall be deemed to have been filed in each of the Cases or Successor Cases on account of the Prepetition Obligations or the Adequate Protection Obligations, as applicable. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

34. No Marshaling. Except as otherwise set forth herein, the DIP Agent and the DIP Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral, and proceeds of the DIP Collateral shall be received and applied pursuant to this Final Order, the DIP Documents and the Prepetition Documents, notwithstanding any other agreement or provision to the contrary, and the Prepetition Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition Collateral.

35. [Reserved].

36. Equities of the Case. The Prepetition Secured Parties shall each be entitled to all the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured

Parties with respect to proceeds, product, offspring, or profits of any of the Collateral (including the Prepetition Collateral).

37. Transferred Assets. Notwithstanding anything contained in the Interim Order, this Final Order, or any DIP Documents, no liens or other security interests granted hereunder or under any DIP Loan Document, including any DIP Liens or any Adequate Protection Liens, shall attach to, encumber, or otherwise impact the "Transferred Assets" as defined in that certain Stock and Asset Purchase Agreement by and between Vyaire Holding Company and SunMed Group Holdings, LLC, dated as of March 27, 2023, and such Transferred Assets are not property of the Debtors' estates.

38. [Reserved].

39. Notwithstanding anything to the contrary contained in this Final Order, including, without limitation, paragraphs 6, 7, and 8 hereof, the DIP Liens and DIP Superpriority Claims granted herein solely with respect to the Roll-Up Loans (but, for the avoidance of doubt, not with respect to the New Money Loans made available to the DIP Borrowers on the date of both the Interim Order and this Final Order) shall be subject and subordinate to, in all respects, the First Lien Term Loan Liens in existence as of the Petition Date securing the Prepetition First Lien Revolving Loan Obligations and the First Lien Adequate Protection Liens and First Lien Adequate Protection Superpriority Claims granted by virtue of entry of this Final Order on account of the Prepetition First Lien Revolving Loan Obligations; provided, that, for the avoidance of doubt, (i) the DIP Liens and DIP Superpriority Claims granted herein with respect to the New Money Loans shall be senior to the First Lien Term Loan Liens securing the Prepetition First Lien Revolving Loan Obligations and the First Lien Adequate Protection Liens and First Lien Adequate Protection Superpriority Claims granted by virtue of entry of this Final Order on account of the Prepetition

First Lien Revolving Loan Obligations, (ii) with the exception of First Lien Adequate Protection Fees, no interest, default interest, additional fees, penalties, or other costs shall accrue on the Prepetition First Lien Revolving Loan Obligations, and (iii) except for payment of the First Lien Adequate Protection Fees as provided herein, the Debtors shall not, without the consent of the Required DIP Lenders, pay the Prepetition First Lien Revolving Loan Obligations until the New Money Loans have been indefeasibly paid in full, in cash, or otherwise satisfied in full with the consent, or at the direction, of the Required DIP Lenders.

40. Chubb Reservation of Rights. For the avoidance of doubt, (i) the Debtors shall not grant liens and/or security interests in any insurance policies issued by 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"), (ii) any insurance policies issued by Chubb and any rights, interests, benefits, proceeds, and claims thereunder shall not be nor shall constitute DIP Collateral and shall not be subject to any liens granted pursuant to this Final Order, and, further, 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 or their estates (as opposed to a third party claimant) pursuant to the terms of any such applicable insurance policy, and (iii) except as expressly provided in paragraph 21 of this Final Order regarding the DIP Agent as loss payee under any of the Debtors' insurance policies, nothing, including 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, however, that (a) Chubb shall only pay the proceeds of any insurance policy in accordance with and pursuant to the terms of such insurance policy and any related agreements, (b) Chubb does not have any independent duty to turn over or pay any insurance proceeds to the DIP Agent or any liability to the DIP Agent related to any

payment, and (c) nothing in the DIP Documents and/or this Final Order requires Chubb to modify, endorse, or amend any insurance policies, including adding any loss payees thereunder.

41. Effect of this Final Order. This Final Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable immediately upon execution hereof. For the avoidance of doubt, nothing in this Final Order shall constitute approval or ratification of the Restructuring Support Agreement and the Committee's rights with respect to the Restructuring Support Agreement are fully preserved.

42. Retention of Jurisdiction. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Final Order.