United States Bankruptcy Court
Southern District of Texas
ENTERED
November 03, 2026
Nathan Ochsner, Clerk

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

In re: KARYOPHARM THERAPEUTICS INC., *et al.*,[1] Debtors.	Chapter 11 Case No. 26-90827 (ARP) (Joint Administration Requested)

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 TO THE PREPETITION SECURED PARTIES, (V) MODIFYING THE AUTOMATIC STAY, (VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF

Upon the motion (the "***Motion***")[2] of Karyopharm Therapeutics Inc. (the "***Company***") and KPT Texas LLC (together with the Company, the "***Debtors***"), as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "***Chapter 11 Cases***"), seeking entry of an interim order (this "***Interim Order***") and a final order (the "***Final Order***") pursuant to sections 105, 361, 362, 363, 364(c), 364(d), 364(e), 503, 506, 507, and 552 of title 11 of the United States Code (the "***Bankruptcy Code***") and Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***"), Rules 2002-1, 4001-1(b), 4002-1, and 9013-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court

[1] The Debtors in these chapter 11 cases, together with the last four digits of the Debtors' federal tax identification numbers, are: Karyopharm Therapeutics Inc. (1704) and KPT Texas LLC (1815). The Debtors' service address is 85 Wells Avenue, 2nd Floor, Newton, Massachusetts 02459.

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

for the Southern District of Texas, Houston Division (the "***Local Rules***"), and the Procedures for Complex Cases in the Southern District of Texas, *inter alia*:

(i) authorizing the Debtors to obtain a senior secured priming and superpriority postpetition financing facility (the "***DIP Facility***") consisting of (a) first-out new money term loans in an aggregate principal amount of up to $55,000,000 (the "***New Money DIP Loans***" and the commitments therefor, the "***New Money DIP Commitments***"), and (b) the deemed roll-up and automatic conversion of Prepetition First Lien Loans in the aggregate principal amount of up to $55,000,000 into second-out term loans (the "***Roll-Up Loans***" and, together with the New Money DIP Loans, the "***DIP Loans***") pursuant to the terms and conditions of the DIP Documents (as defined below);

(ii) authorizing the Debtors to execute and deliver the term sheet substantially in the form attached hereto as **Exhibit A** (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "***DIP Term Sheet***") by and among the Company, as borrower (in such capacity, the "***DIP Borrower***"), each other guarantor party thereto (together with the DIP Borrower, the "***DIP Loan Parties***"), Wilmington Savings Fund Society, FSB, as administrative agent and as collateral agent (in such capacities, the "***DIP Agent***"), and the lenders party thereto from time to time (the "***DIP Lenders***" and, together with the DIP Agent, the "***DIP Secured Parties***") and, upon finalization thereof, a debtor-in-possession credit and guaranty agreement which shall be consistent with the DIP Term Sheet and otherwise in form and substance reasonably acceptable to the Debtors, the Required DIP Lenders (as defined below) and the DIP Agent (with respect to any DIP Agent Provisions) (as defined in the DIP Term Sheet) (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "***DIP Credit Agreement***") and any other agreements, instruments, security, or pledge agreements, intellectual property security agreements, intercreditor agreements, guarantees, fee letters, control agreements related thereto and the other documents related thereto (as amended, restated, supplemented, or modified from time to time, collectively with the DIP Term Sheet and the DIP Credit Agreement, the "***DIP Documents***") and to promptly perform such other acts as may be necessary or desirable in connection with the DIP Documents;

(iii) authorizing (a) the DIP Borrower to borrow (and the other DIP Loan Parties to guarantee) New Money DIP Loans in the aggregate principal amount of $25,000,000 (the "***Interim DIP Amount***"), subject to the terms and conditions set forth in the DIP Documents and this Interim Order, in an initial draw upon entry of this Interim Order to avoid immediate and irreparable harm (the "***Initial Draw***"), and (b) automatically upon and concurrently with such Initial Draw, the cashless conversion into Roll-Up Loans of the DIP Borrower (the "***Interim Roll-Up Loans***") (and the guaranty thereof by the other DIP Loan Parties) of Prepetition First Lien Loans held by those DIP Lenders that fund New Money

DIP Loans in the Initial Draw (or any of their respective designated affiliates or managed or controlled funds) at a ratio of $1.00 of Prepetition First Lien Loans for each $1.00 of principal amount of New Money DIP Loans funded by such DIP Lender in the Initial Draw (such conversion, the "***Interim Roll-Up***");

(iv) authorizing (a) the DIP Borrower to borrow (and the other DIP Loan Parties to guarantee), pursuant to and upon entry of the Final Order, the remaining New Money DIP Loans in the aggregate principal amount of $30,000,000 (the "***Delayed Draw***"), subject to the terms and conditions set forth in the DIP Documents and the Final Order, and (b) automatically upon and concurrently with the Delayed Draw, the cashless conversion into Roll-Up Loans of the DIP Borrower (the "***Final Roll-Up Loans***") (and the guaranty thereof by the other DIP Loan Parties) of an additional $30,000,000 in aggregate principal amount of Prepetition First Lien Loans held by the DIP Lenders (or any of their respective designated affiliates or managed or controlled funds) at a ratio of $1.00 of Prepetition First Lien Loans for each $1.00 of principal amount of New Money DIP Loans funded in the Delayed Draw (such conversion, the "***Final Roll-Up***" and, together with the Interim Roll-Up, the "***DIP Roll-Up***");

(v) granting to the DIP Agent, for the benefit of itself and the other DIP Secured Parties, in respect of the DIP Facility and all obligations owing thereunder and under the DIP Documents (collectively, and including all "DIP Obligations" as defined in the DIP Term Sheet, the "***DIP Obligations***"; the DIP Obligations in respect of the New Money DIP Loans, the "***First-Out New Money DIP Obligations***" and the DIP Obligations in respect of the Roll-Up Loans, the "***Second-Out Roll-Up DIP Obligations***"), subject to the Carve-Out (as defined below), allowed superpriority administrative expense claim status in each of the Chapter 11 Cases and any Successor Cases (as defined below), with the priorities set forth on **Exhibit B** hereto;

(vi) granting to the DIP Agent, for the benefit of itself and the other DIP Secured Parties, automatically and validly perfected security interests in and liens on all of the DIP Collateral (as defined below), including all property of the Debtors constituting "cash collateral" as defined in section 363(a) of the Bankruptcy Code (the "***Cash Collateral***"), which security interests and liens shall be subject to the Carve-Out and shall have the priorities set forth herein and on **Exhibit B** hereto;

(vii) authorizing the Debtors to pay the principal, interest, premiums, fees, expenses, and other amounts payable under the DIP Documents as such amounts become earned, due, and payable, including the exit fees, administrative agent's fees, collateral agent's fees, and the reasonable fees and disbursements of the DIP Agent's and the other DIP Secured Parties' attorneys, advisors, accountants, and other consultants, all to the extent provided in, and in accordance with, the DIP Documents;

(viii) authorizing the Debtors to use the Cash Collateral of the Prepetition Secured Parties (as defined below), solely on the terms and conditions set forth herein;

(ix) providing adequate protection to the Prepetition Secured Parties for, among other things, any diminution in value of their respective interests in the Prepetition Collateral, including the Cash Collateral, occurring on or after the Petition Date, whether or not resulting from the imposition of the automatic stay, the Debtors' use, sale, or lease of the Prepetition Collateral, including Cash Collateral, and/or the priming of the Prepetition Liens (each as defined below) (including by the Carve-Out (as defined below)) ("***Diminution in Value***");

(x) subject to entry of the Final Order, waiving (a) the Debtors' right to surcharge the DIP Collateral and the Prepetition Collateral under section 506(c) of the Bankruptcy Code, (b) the "equities of the case" exception under section 552(b) of the Bankruptcy Code, and (c) the equitable doctrine of marshaling and other similar doctrines, in each case with respect to the DIP Secured Parties and the Prepetition Secured Parties;

(xi) vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Documents and this Interim Order;

(xii) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of the Interim Order and, upon entry, the Final Order; and

(xiii) scheduling a final hearing (the "***Final Hearing***") to consider the relief requested in the Motion and approving the form of notice with respect to the Final Hearing.

The Court having considered the Motion, the exhibits attached thereto, the *Declaration of Sean A. Gumbs in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* [Docket No. [●]], the *Declaration of Ryan Kielty in Support of the Debtors' Emergency Motion (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 to the Prepetition Secured Parties, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. [●]], and the evidence submitted and arguments made at the interim hearing held on [●], 2026 (the "***Interim Hearing***"); and notice of the Interim Hearing having been given in accordance with

Bankruptcy Rules 2002, 4001(b), (c), and (d), and all applicable Local Rules; and the Interim Hearing having been held and concluded; and all objections, if any, to the interim relief requested in the Motion having been withdrawn, resolved, or overruled by the Court; and it appearing that approval of the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing (including to pay payroll, critical patient supply and product distribution costs, and the Carve-Out), 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 Term Sheet and the other DIP Documents is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

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

A. **Petition Date**. On November 2, 2026 (the "***Petition Date***"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court.

B. **Debtors in Possession**. The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107

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

and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

C. **Jurisdiction and Venue**. This Court has jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012. Consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Court may enter a final order approving the relief sought in the Motion consistent with Article III of the United States Constitution. Venue for the Chapter 11 Cases and proceedings with respect to the Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. **Committee Formation**. As of the date hereof, the Office of the United States Trustee for the Southern District of Texas (the "***U.S. Trustee***") has not appointed an official committee of unsecured creditors in the Chapter 11 Cases (a "***Committee***") pursuant to section 1102 of the Bankruptcy Code.

E. **Notice**. Notice of the Motion and the Interim 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 Interim Hearing or the entry of this Interim Order shall be required.

F. **Debtors' Stipulations**. After consultation with their attorneys and financial advisors, and in exchange for and as a material inducement to the Prepetition Secured Parties to consent to the Debtors' use of the Cash Collateral and subordination of the Prepetition Liens (as defined herein) to the Carve-Out and the DIP Liens (as defined herein), without prejudice to the rights of parties in interest, including any Committee, as set forth in paragraph 36 herein, the

Debtors admit, stipulate, acknowledge, and agree as follows (paragraphs F(i) through F(xviii), collectively, the "***Debtors' Stipulations***"):

(i) *Prepetition First Lien Facility*. Pursuant to that certain Credit and Guaranty Agreement, dated as of May 8, 2024 (as amended, restated, supplemented, or modified from time to time, the "***Prepetition First Lien Credit Agreement***" and, collectively with the Credit Documents (as defined in the Prepetition First Lien Credit Agreement), each as amended, restated, supplemented, or modified from time to time, the "***Prepetition First Lien Documents***") among (a) the Company, as borrower, (b) the guarantors party thereto from time to time (in such capacities, the "***Prepetition Guarantors***" and, together with the Company, the "***Prepetition Obligors***"), (c) Wilmington Savings Fund Society, FSB, as administrative agent for the lenders and as collateral agent for the secured parties (in such capacities, the "***Prepetition First Lien Agent***"), and (d) the lenders party thereto from time to time (the "***Prepetition First Lien Lenders***" and, together with the Prepetition First Lien Agent, the "***Prepetition First Lien Secured Parties***"), the Company borrowed from the Prepetition First Lien Lenders, and the Prepetition Guarantors guaranteed, senior secured term loans (the "***Prepetition First Lien Facility***" and the term loans thereunder, the "***Prepetition First Lien Loans***").

(ii) *Prepetition First Lien Obligations*. As of the Petition Date, the Prepetition Obligors were indebted to the Prepetition First Lien Secured Parties, without defense, counterclaim, or offset of any kind, in respect of the Prepetition First Lien Loans in the aggregate principal amount of not less than $128,981,939, together with accrued and unpaid interest (including interest accruing at the Term Loan Default Rate (as defined in that certain Forbearance Agreement and Limited Waiver to Indentures, dated as of September 10, 2026, entered into by and among the Company and certain of the Prepetition Secured Parties (as defined below) (as amended,

restated, amended and restated, supplemented, or otherwise modified from time to time, the "***September 2026 Forbearance Agreement***")) under the Prepetition First Lien Credit Agreement), any premiums (including any prepayment or make-whole premium payable under the Prepetition First Lien Credit Agreement), any fees, expenses, and disbursements (including attorneys' fees, accountants' fees, and financial advisors' fees, and related expenses and disbursements), treasury and cash management obligations, bank product and derivative obligations, indemnification obligations, guarantee obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Prepetition Obligors' obligations under the Prepetition First Lien Documents, including all "Obligations" as defined in the Prepetition First Lien Credit Agreement, and all postpetition interest (including interest at the Default Rate (as defined in the Prepetition First Lien Credit Agreement)), fees, premiums, costs, and other charges allowable under section 506(b) of the Bankruptcy Code (collectively, the "***Prepetition First Lien Obligations***").

(iii) *Prepetition 1L Liens and Prepetition Collateral*. As more fully set forth in the Prepetition First Lien Documents, prior to the Petition Date, the Prepetition Obligors granted to the Prepetition First Lien Agent, for the benefit of itself and the other Prepetition First Lien Secured Parties, first-priority security interests in and continuing liens on substantially all of their respective assets and property (with certain exceptions set out in the Prepetition First Lien Documents), including the Collateral (as defined in that certain Pledge and Security Agreement, dated as of May 8, 2024, among the Prepetition Obligors and the Prepetition First Lien Agent, as amended, restated, supplemented, or modified from time to time) and all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (such security interests and liens, collectively, the "***Prepetition 1L Liens***"; and

such assets, property, proceeds, products, accessions, rents, and profits, collectively, the "***Prepetition Collateral***").

(iv) *Validity, Perfection, and Priority of Prepetition 1L Liens and Prepetition First Lien Obligations.* The Debtors acknowledge and agree that as of the Petition Date (a) the Prepetition 1L Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition First Lien Secured Parties for fair consideration and reasonably equivalent value; (b) the Prepetition 1L Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to certain liens otherwise permitted by the Prepetition First Lien Documents (solely to the extent any such permitted liens were valid, properly perfected, non-avoidable, and senior in priority to the Prepetition 1L Liens as of the Petition Date or were valid non-avoidable senior liens that were perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, the "***Permitted Prior Liens***"); (c) the Prepetition First Lien Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition First Lien Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims by the Debtors of any kind or nature to any of the Prepetition 1L Liens or Prepetition First Lien Obligations exist, and no portion of the Prepetition 1L Liens or Prepetition First Lien Obligations is subject to any challenge or defense including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or

disgorgement, against any of the Prepetition First Lien Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, or employees arising out of, based upon, or related to the Prepetition First Lien Facility; (f) the Debtors have waived, discharged, and released any right to challenge any of the Prepetition First Lien Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the liens securing the Prepetition First Lien Obligations; and (g) the Prepetition First Lien Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(v) *Prepetition 2028 Notes*. Pursuant to that certain Indenture, dated as of October 10, 2025 (as amended, restated, supplemented, or modified from time to time, the "***Prepetition 2028 Notes Indenture***" and, collectively with the Transaction Documents (as defined therein) and any other agreements and documents executed or delivered in connection therewith, including the Prepetition 2028 Notes (as defined below), each as amended, restated, supplemented, or modified from time to time, the "***Prepetition 2028 Notes Documents***") among (a) the Company, as issuer, (b) the Prepetition Guarantors, and (c) Wilmington Savings Fund Society, FSB, as trustee (in such capacity, the "***Prepetition 2028 Notes Trustee***"), the Company issued, and the Prepetition Guarantors guaranteed, 9.00% Convertible Senior Notes due 2028 in the original aggregate principal amount of $15,000,000 (the "***Prepetition 2028 Notes***") to the holders thereof (the "***Prepetition 2028 Noteholders***" and, together with the Prepetition 2028 Notes Trustee and the Prepetition Notes Collateral Trustee (as defined below), the "***Prepetition 2028 Secured Parties***").

(vi) *Prepetition 2028 Notes Obligations*. As of the Petition Date, the Prepetition Obligors were indebted to the Prepetition 2028 Secured Parties, without defense,

counterclaim, or offset of any kind, in respect of the Prepetition 2028 Notes in the aggregate principal amount of not less than $15,648,085 (inclusive of capitalized interest), together with accrued and unpaid interest (including interest accruing at the 2028 Notes Forbearance Rate (as defined in the September 2026 Forbearance Agreement) under the Prepetition 2028 Notes Indenture), any premiums (including any prepayment, redemption or make-whole premium payable under the Prepetition 2028 Notes Documents), any fees, expenses, and disbursements (including attorneys' fees, accountants' fees, and financial advisors' fees, and related expenses and disbursements), indemnification obligations, guarantee obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Prepetition Obligors' obligations under the Prepetition 2028 Notes Documents, including all "Obligations" as defined in the Prepetition 2028 Notes Indenture, and all postpetition interest, fees, premiums, costs, and other charges allowable under section 506(b) of the Bankruptcy Code (collectively, the "***Prepetition 2028 Notes Obligations***").

(vii) *Prepetition 2029 Notes*. Pursuant to that certain Indenture, dated as of October 10, 2025 (as amended, restated, supplemented, or modified from time to time, the "***Prepetition 2029 Notes Indenture***" and, collectively with the Transaction Documents (as defined therein) and any other agreements and documents executed or delivered in connection therewith, including the Prepetition 2029 Notes (as defined below), each as amended, restated, supplemented, or modified from time to time, the "***Prepetition 2029 Notes Documents***"; the Prepetition 2029 Notes Documents, together with the Prepetition 2028 Notes Documents, the "***Prepetition Notes Documents***") among (a) the Company, as issuer, (b) the Prepetition Guarantors, and (c) Wilmington Savings Fund Society, FSB, as trustee (in such capacity, the "***Prepetition 2029 Notes***

Trustee"), the Company issued, and the Prepetition Guarantors guaranteed, 9.00% Convertible Senior Notes due 2029 in the original aggregate principal amount of $103,502,450 (the "***Prepetition 2029 Notes***" and, together with the Prepetition 2028 Notes, the "***Prepetition Notes***") to the holders thereof (the "***Prepetition 2029 Noteholders***" and, together with the Prepetition 2029 Notes Trustee and the Prepetition Notes Collateral Trustee, the "***Prepetition 2029 Secured Parties***"; the Prepetition 2029 Noteholders, together with the Prepetition 2028 Noteholders, the "***Prepetition Noteholders***"; the Prepetition 2029 Secured Parties, together with the Prepetition 2028 Secured Parties, the "***Prepetition Notes Secured Parties***").

(viii) *Prepetition 2029 Notes Obligations*. As of the Petition Date, the Prepetition Obligors were indebted to the Prepetition 2029 Secured Parties, without defense, counterclaim, or offset of any kind, in respect of the Prepetition 2029 Notes in the aggregate principal amount of not less than $107,974,339 (inclusive of capitalized pay-in-kind interest), together with accrued and unpaid interest (including interest accruing at the 2029 Notes Forbearance Rate (as defined in the September 2026 Forbearance Agreement) under the Prepetition 2029 Notes Indenture), any premiums (including any prepayment, redemption or make-whole premium payable under the Prepetition 2029 Notes Documents), any fees, expenses, and disbursements (including attorneys' fees, accountants' fees, and financial advisors' fees, and related expenses and disbursements), indemnification obligations, guarantee obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Prepetition Obligors' obligations under the Prepetition 2029 Notes Documents, including all "Obligations" as defined in the Prepetition 2029 Notes Indenture, and all postpetition interest, fees, premiums, costs, and other charges allowable under section 506(b) of the Bankruptcy Code (collectively,

the "***Prepetition 2029 Notes Obligations***"). The Prepetition 2028 Notes Obligations and the Prepetition 2029 Notes Obligations are referred to herein, collectively, as the "***Prepetition Notes Obligations***."

(ix) *Prepetition 2L Notes Liens and Prepetition Collateral*. As more fully set forth in the Prepetition Notes Documents, prior to the Petition Date, the Prepetition Obligors granted to Wilmington Savings Fund Society, FSB, as collateral trustee for the Prepetition Notes Secured Parties (in such capacity, the "***Prepetition Notes Collateral Trustee***"), for the benefit of itself and the other Prepetition Notes Secured Parties, second-priority security interests in and continuing liens on the Prepetition Collateral (such security interests and liens, the "***Prepetition 2L Notes Liens***").

(x) *Validity, Perfection, and Priority of Prepetition 2L Notes Liens and Prepetition Notes Obligations.* The Debtors acknowledge and agree that as of the Petition Date (a) the Prepetition 2L Notes Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition Notes Secured Parties for fair consideration and reasonably equivalent value; (b) (i) the Prepetition 2L Notes Liens on the Prepetition Non-Royalty Collateral (as defined below) were senior in priority over any and all other liens on the Prepetition Non-Royalty Collateral, subject only to the Prepetition 1L Liens and the Permitted Prior Liens and (ii) the Prepetition 2L Notes Liens on the Prepetition Royalty Collateral (as defined below) were equal in priority to the Prepetition 2L Royalty Liens (as defined below) and senior in priority over any and all other liens on the Prepetition Royalty Collateral, subject only to the Prepetition 1L Liens and the Permitted Prior Liens; (c) the Prepetition Notes Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition

Notes Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims by the Debtors of any kind or nature to any of the Prepetition 2L Notes Liens or Prepetition Notes Obligations exist, and no portion of the Prepetition 2L Notes Liens or Prepetition Notes Obligations is subject to any challenge or defense including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Notes Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, or employees arising out of, based upon, or related to the Prepetition Notes; (f) the Debtors have waived, discharged, and released any right to challenge any of the Prepetition Notes Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the liens securing the Prepetition Notes Obligations; and (g) the Prepetition Notes Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code to the extent of the value of the Prepetition Collateral allocable to the Prepetition Notes Obligations.

(xi) *Collateral Trust Agreement*. Pursuant to that certain Collateral Trust Agreement, dated as of October 10, 2025, among the Company, the Prepetition Notes Collateral Trustee, the Prepetition 2028 Notes Trustee, and the Prepetition 2029 Notes Trustee (as amended, restated, supplemented, or modified from time to time, the "***Collateral Trust Agreement***"), the parties thereto have agreed, among other things and as more specifically set forth therein, to the relative rights, remedies, interests, obligations, priority, and positions of, among others, the Prepetition 2028 Secured Parties and the Prepetition 2029 Secured Parties with respect

to any shared or common Prepetition Collateral. Pursuant to section 510(a) of the Bankruptcy Code, the Collateral Trust Agreement (a) shall remain in full force and effect, (b) shall continue to govern the relative rights, remedies, interests, obligations, priority, and positions of the Prepetition Notes Secured Parties with respect to any shared or common Prepetition Collateral, and (c) shall not be deemed to be amended, altered, or modified by the terms of this Interim Order or the DIP Documents.

(xii) *Prepetition Royalty Facility*. Pursuant to that certain Revenue Interest Financing Agreement, dated as of September 14, 2019 (as amended, restated, supplemented, or modified from time to time, the "***Prepetition Royalty Agreement***" and, collectively with the Transaction Documents (as defined therein) and any other agreements and documents executed or delivered in connection therewith, each as amended, restated, supplemented, or modified from time to time, the "***Prepetition Royalty Documents***" and, together with the Prepetition First Lien Documents, the Prepetition 2028 Notes Documents, and the Prepetition 2029 Notes Documents, the "***Prepetition Secured Documents***") among (a) the Company and the Prepetition Guarantors, (b) the investors party thereto from time to time (the "***Prepetition Royalty Investors***"), (c) HealthCare Royalty Management, LLC, as investor representative (in such capacity, the "***Investor Representative***"), and (d) HCR Karyopharm SPV, LLC, as collateral agent (in such capacity, the "***Prepetition Royalty Collateral Agent***" and, together with the Investor Representative and the Prepetition Royalty Investors, the "***Prepetition Royalty Secured Parties***" and, together with the Prepetition First Lien Secured Parties and the Prepetition Notes Secured Parties, the "***Prepetition Secured Parties***"), the Prepetition Royalty Investors extended financing to the Company (the "***Prepetition Royalty Facility***").

(xiii) *Prepetition Royalty Obligations*. As of the Petition Date, the Prepetition Obligors were indebted or otherwise obligated to the Prepetition Royalty Secured Parties, without defense, counterclaim, or offset of any kind, in an aggregate amount of not less than $113,536,880 (including the Final Payment Amount (as defined in the Prepetition Royalty Agreement)), together with accrued and unpaid amounts, any fees, expenses, and disbursements (including attorneys' fees, accountants' fees, and financial advisors' fees, and related expenses and disbursements, and all fees, expenses, disbursements, and indemnities payable to the Prepetition Royalty Collateral Agent and the Investor Representative under the Prepetition Royalty Documents), indemnification obligations, guarantee obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the obligations of the Company and the other Prepetition Obligors pursuant to, or secured by, the Prepetition Royalty Documents, including all "Obligations" as defined in the Prepetition Royalty Agreement, and all postpetition interest, fees, premiums, costs, and other charges allowable under section 506(b) of the Bankruptcy Code (collectively, the "***Prepetition Royalty Obligations***" and, together with the Prepetition Notes Obligations, the "***Prepetition 2L Obligations***"; and the Prepetition 2L Obligations, together with the Prepetition First Lien Obligations, the "***Prepetition Secured Obligations***").

(xiv) *Prepetition 2L Royalty Liens and Prepetition Royalty Collateral*. As more fully set forth in the Prepetition Royalty Documents, prior to the Petition Date, the Company granted to the Prepetition Royalty Collateral Agent, for the benefit of the Prepetition Royalty Secured Parties, second-priority security interests in and continuing liens on the Prepetition Collateral constituting "Collateral" (as defined in the Prepetition Royalty Agreement) (the "***Prepetition Royalty Collateral***"; such security interests and liens, the "***Prepetition 2L Royalty***

Liens" and, together with the Prepetition 2L Notes Liens, the "***Prepetition 2L Liens***"; the Prepetition 2L Liens, together with the Prepetition 1L Liens, the "***Prepetition Liens***"). For the avoidance of doubt, the Prepetition 2L Royalty Liens do not extend to or otherwise encumber any Prepetition Collateral that does not constitute Prepetition Royalty Collateral (such Prepetition Collateral not constituting Prepetition Royalty Collateral, the "***Prepetition Non-Royalty Collateral***").

(xv) *Validity, Perfection, and Priority of Prepetition 2L Royalty Liens and Prepetition Royalty Obligations.* The Debtors acknowledge and agree that as of the Petition Date (a) the Prepetition 2L Royalty Liens on the Prepetition Royalty Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition Royalty Secured Parties for fair consideration and reasonably equivalent value; (b) the Prepetition 2L Royalty Liens on the Prepetition Royalty Collateral were equal in priority to the Prepetition 2L Notes Liens and senior in priority over any and all other liens on the Prepetition Royalty Collateral, subject only to the Prepetition 1L Liens and the Permitted Prior Liens; (c) the Prepetition Royalty Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition Royalty Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims by the Debtors of any kind or nature to any of the Prepetition 2L Royalty Liens or Prepetition Royalty Obligations exist, and no portion of the Prepetition 2L Royalty Liens or Prepetition Royalty Obligations is subject to any challenge or defense including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance

claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Royalty Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, or employees arising out of, based upon, or related to the Prepetition Royalty Facility; and (f) the Debtors have waived, discharged, and released any right to challenge any of the Prepetition Royalty Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the liens securing the Prepetition Royalty Obligations.

(xvi) *Intercreditor Agreement*. Pursuant to that certain Amended and Restated Intercreditor Agreement, dated as of October 10, 2025, among the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, and the Prepetition Royalty Collateral Agent, and acknowledged and agreed to by the Company and the other Grantors (as defined therein) (as amended, restated, supplemented, or modified from time to time, the "***1L/2L Intercreditor Agreement***" and, together with the Collateral Trust Agreement, the "***Intercreditor Agreements***"), the parties thereto have agreed, among other things and as more specifically set forth therein, to the relative rights, remedies, interests, obligations, priority, and positions of the Prepetition First Lien Secured Parties, the Prepetition 2028 Secured Parties, the Prepetition 2029 Secured Parties, and the Prepetition Royalty Secured Parties with respect to any shared or common Prepetition Collateral. Pursuant to section 510(a) of the Bankruptcy Code, the Intercreditor Agreements (a) shall remain in full force and effect, (b) shall continue to govern the relative rights, remedies, interests, obligations, priority, and positions of the Prepetition Secured Parties with respect to any shared or common Prepetition Collateral, and (c) shall not be deemed to be amended, altered, or modified by the terms of this Interim Order or the DIP Documents.

(xvii) *No Challenges/Claims*. No offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Liens or the Prepetition Secured Obligations exist, and no portion of the Prepetition Liens or the Prepetition Secured Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law. The Debtors and their estates have no valid Claims (as such term is defined in section 101(5) of the Bankruptcy Code), objections, challenges, causes of action, and/or choses in action against any of the Prepetition Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees (in each case in such respective capacity) with respect to the Prepetition Secured Documents, the Prepetition Secured Obligations, or the Prepetition Liens, whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, avoidance, recovery, disallowance, reduction, or other claims arising under or pursuant to sections 105, 502, 510, 541, 542 through 553, inclusive, or 558 of the Bankruptcy Code or applicable state law equivalents.

(xviii) *Releases*. Subject to paragraph 36, the Debtors hereby stipulate and agree that they forever and irrevocably release, discharge, and acquit the DIP Agent, the DIP Lenders, all current and future DIP Secured Parties, the Prepetition Secured Parties, and each of their respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, attorneys, and agents, past, present, and future, and their respective heirs, predecessors, successors, and assigns, each solely in its capacity as such (collectively, the "***Releasees***"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, expenses (including, without limitation, reasonable attorneys' fees), debts,

liens, actions, and causes of action of any and every nature whatsoever relating to, as applicable, this Interim Order, the DIP Facility, the DIP Documents, the Prepetition Secured Obligations, the Prepetition Secured Documents, and/or the transactions contemplated hereunder or thereunder including, without limitation, (x) any so-called "lender liability" or equitable subordination or recharacterization claims or defenses, (y) any and all claims and causes of action arising under the Bankruptcy Code, and (z) any and all claims and causes of action with respect to the validity, priority, perfection, or avoidability of the liens or claims of the DIP Secured Parties or any of the Prepetition Secured Parties. The Debtors further waive and release any defense, right of counterclaim, right of set-off, or deduction to the payment of the Prepetition Secured Obligations or the DIP Obligations that the Debtors may now have or may claim to have against the Releasees arising out of, connected with, or relating to any and all acts, omissions, or events occurring prior to the Court's entry of this Interim Order.

G. **Cash Collateral**. All of the Debtors' cash, including any cash in their deposit accounts, wherever located, whether as original collateral or proceeds of other Prepetition Collateral, constitutes or will constitute Cash Collateral of the Prepetition First Lien Secured Parties and the Prepetition Notes Secured Parties (and, solely to the extent constituting proceeds of Prepetition Royalty Collateral, the Prepetition Royalty Secured Parties) and, upon entry of this Interim Order, of the DIP Secured Parties, as applicable, in each case subject to the priorities set forth herein and in the Intercreditor Agreements.

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

(i) *Request for Postpetition Financing and Use of Cash Collateral*. The Debtors seek authority to (a) enter into the DIP Facility and incur the DIP Obligations on the terms described herein and in the DIP Documents, including the Interim Roll-Up, and (b) use Cash

Collateral on the terms described herein, in each case, to administer their Chapter 11 Cases and fund their operations. At the Final Hearing, the Debtors will seek final approval of the DIP Facility, including the Final Roll-Up, and the use of Cash Collateral pursuant to the proposed Final Order, which shall be in form and substance acceptable to the Required DIP Lenders (as such term is defined in the DIP Term Sheet, the "***Required DIP Lenders***"). Notice of the Final Hearing and the proposed Final Order will be provided in accordance with this Interim Order.

(ii) *Priming of the Prepetition Liens*. The priming of the Prepetition Liens under section 364(d) of the Bankruptcy Code, as contemplated by the DIP Documents and as provided herein, will enable the Debtors to obtain the DIP Facility and to continue to operate their business during the pendency of the Chapter 11 Cases, to the benefit of their estates and creditors. The Prepetition Secured Parties are entitled to receive adequate protection as set forth in this Interim Order pursuant to sections 361, 363, and 364 of the Bankruptcy Code, solely to the extent of any Diminution in Value of their respective interests in the Prepetition Collateral (including Cash Collateral).

(iii) *Need for Postpetition Financing and Use of Cash Collateral*. The Debtors have a need to use Cash Collateral on an interim basis and to obtain credit in an amount equal to the Interim DIP Amount pursuant to the DIP Facility in order to, among other things, enable the orderly continuation of their operations, administer and preserve the value of their estates, and fund the administration of the sale of all or substantially all of the Debtors' assets through closing. The ability of the Debtors to maintain business relationships with their vendors, suppliers, distributors, licensees, and customers, to pay their employees, and to otherwise finance their operations requires the availability of working capital from the DIP Facility and the use of Cash Collateral, the absence of either of which would immediately and irreparably harm the

Debtors, their estates, and parties-in-interest. The Debtors do not have sufficient available sources of working capital and financing to operate their businesses or maintain their properties in the ordinary course of business prior to the entry of the Final Order without the authorization to use Cash Collateral and to borrow the Interim DIP Amount.

(iv) *No Credit Available on More Favorable Terms*. The DIP Facility is the best source of debtor-in-possession financing available to the Debtors. Given their current financial condition, financing arrangements, and capital structure, the Debtors have been and continue to be unable to obtain financing from sources other than the DIP Secured Parties on terms more favorable than the DIP Facility. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain (a) unsecured credit having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a), and 507(b) of the Bankruptcy Code; (b) credit secured solely by a lien on property of the Debtors and their estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their estates that is subject to a lien. Financing on a postpetition basis on better terms is not available without granting the DIP Agent, for the benefit of itself and the other DIP Secured Parties, (1) perfected security interests in and liens on the DIP Collateral, in each case as provided herein, with the priorities set forth herein; (2) superpriority claims; and (3) the other protections set forth in this Interim Order.

(v) *Use of Cash Collateral and Proceeds of the DIP Facility*. As a condition to entry into the DIP Documents, the extension of credit under the DIP Facility, and the authorization to use the Prepetition Collateral, including Cash Collateral, the DIP Secured Parties and the Prepetition First Lien Secured Parties require, and the Debtors have agreed, that proceeds

of the DIP Facility and Cash Collateral shall be used in a manner consistent with the terms and conditions of this Interim Order and the DIP Documents and in accordance with the budget (as the same may be modified from time to time consistent with the terms of the DIP Documents and subject to such variances and exclusions as permitted in the DIP Documents, and as set forth in paragraphs 17 and 18 hereof, the "***Budget***"),[4] solely for the purposes set forth in the DIP Documents and this Interim Order.

(vi) *Application of Proceeds of DIP Collateral*. As a condition to entry into the DIP Term Sheet and the other DIP Documents, the extension of credit under the DIP Facility, and the authorization to use Cash Collateral, the Debtors and the DIP Secured Parties have agreed that as of and commencing on the date of the Interim Hearing, the Debtors shall utilize the proceeds of the DIP Collateral in accordance with this Interim Order.

I. **Adequate Protection**. Each of the Prepetition First Lien Secured Parties, the Prepetition Notes Secured Parties, and the Prepetition Royalty Secured Parties is entitled to receive adequate protection solely to the extent of any Diminution in Value of its interests in the Prepetition Collateral, including, without limitation, the Cash Collateral. Pursuant to sections 361, 363, and 507(b) of the Bankruptcy Code, as adequate protection, subject in all respects to the Carve-Out and subject to paragraph 36 of this Interim Order, the Prepetition First Lien Secured Parties, the Prepetition Notes Secured Parties, and the Prepetition Royalty Secured Parties will receive (i) Adequate Protection Liens and 507(b) Claims (each as defined below) with the relative priorities set forth on **Exhibit B** hereto, (ii) current payment of reasonable fees, expenses, and other disbursements as set forth in paragraph 33 herein, and (iii) financial and other reporting, in each case as more fully set forth in paragraphs 13, 14, and 15 herein.

[4] A copy of the initial Budget is attached hereto as **Schedule 1**.

J. **Interim Roll-Up**. The Interim Roll-Up is an integral and inextricable component of the DIP Facility, and the Prepetition First Lien Secured Parties would not have otherwise consented to the use of the Prepetition Collateral (including the Cash Collateral) or the subordination of the Prepetition 1L Liens to the DIP Liens and the Carve-Out (in each case as set forth in this Interim Order), and the DIP Secured Parties would not otherwise be willing to provide the DIP Facility or extend credit to the Debtors thereunder, without the inclusion of the Interim Roll-Up. The Interim Roll-Up is authorized as compensation for, in consideration for, and solely on account of, the agreement of the DIP Lenders to fund the New Money DIP Loans and to permit the Debtors' use of Cash Collateral, and not as payments under, adequate protection for, or otherwise on account of, any Prepetition First Lien Obligations. The Interim Roll-Up will enable the Debtors to obtain urgently needed financing to fund the administration of the Chapter 11 Cases.

K. **Deemed Request for Adequate Protection and Relief from the Automatic Stay**. For all adequate protection purposes throughout the Chapter 11 Cases and any Successor Cases, each of the Prepetition 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 shall survive the termination of this Interim Order.

L. **Budget; No Control**. The Budget annexed hereto as **Schedule 1** has been thoroughly reviewed by the Debtors and their management and advisors and sets forth the projected cash receipts and disbursements of the Debtors for the periods covered thereby, and the Debtors believe in good faith that the Budget is achievable in accordance with the terms of the DIP Documents and this Interim Order. The DIP Secured Parties and the Prepetition First Lien Secured Parties are relying upon the Debtors' compliance with the Milestones (as defined in the

Restructuring Support Agreement), the Budget, and the other terms of the DIP Documents and this Interim Order in determining to enter into the postpetition financing and credit arrangements provided for herein. None of the DIP Secured Parties or the Prepetition Secured Parties controls the Debtors or their properties or operations, has authority to determine the manner in which the Debtors' operations are conducted, or is a control person or insider of any of the Debtors by virtue of any of the actions taken with respect to, in connection with, related to, or arising from the DIP Facility, the use of Cash Collateral, or this Interim Order.

M. Sections 506(c) and 552(b). In light of (i) the DIP Secured Parties' agreement that their liens and superpriority claims shall be subject to the Carve-Out; (ii) the Prepetition Secured Parties' agreement that their respective liens and claims, including any adequate protection liens and claims, shall be subject to the Carve-Out and subordinate to the DIP Liens (as defined below) as set forth herein; and (iii) the DIP Secured Parties' and the Prepetition Secured Parties' agreement to the payment (in accordance with the Budget (subject to the Permitted Variances (as defined below) and exclusions set forth herein) and subject to the terms and conditions of this Interim Order and the DIP Documents) of certain expenses of administration of these Chapter 11 Cases, upon entry of the Final Order, (a) the Prepetition Secured Parties seek a waiver of any "equities of the case" exception under section 552(b) of the Bankruptcy Code and (b) the DIP Secured Parties and the Prepetition Secured Parties each seek a waiver of the provisions of section 506(c) of the Bankruptcy Code.

N. Good Faith of the DIP Secured Parties and the Prepetition Secured Parties.

(i) Based upon the pleadings and proceedings of record in the Chapter 11 Cases, (a) the extensions of credit under the DIP Facility (including the Interim Roll-

Up Loans pursuant to this Interim Order) are fair and reasonable, are appropriate for secured financing to debtors in possession, are the best available to the Debtors under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration; (b) the terms and conditions of the DIP Facility and the use of the Cash Collateral have been negotiated in good faith and at arm's length among the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties with the assistance and counsel of their respective advisors; (c) the Debtors' use of Cash Collateral, including, without limitation, pursuant to this Interim Order, has been consented to in "good faith" within the meaning of section 364(e) of the Bankruptcy Code; (d) any credit to be extended, loans to be made (including the Interim Roll-Up Loans), and other financial accommodations to be extended to the Debtors by the DIP Secured Parties and the Prepetition Secured Parties, including, without limitation, pursuant to this Interim Order, have been allowed, advanced, extended, issued, or made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code by the DIP Secured Parties and the Prepetition Secured Parties in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code; and (e) the DIP Facility, the DIP Liens (as defined below), the DIP Superpriority Claims (as defined below), the Adequate Protection Liens, and the 507(b) Claims (each as defined below) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

(ii) The Prepetition Secured Parties have consented to, or are deemed to have consented to, (a) the Debtors' use of Prepetition Collateral (including the Cash Collateral), solely to the extent expressly permitted under the Budget, and (b) the Debtors' entry into the DIP

Facility, the granting of the DIP Liens, the incurrence of the DIP Obligations, the DIP Superpriority Claims, the subordination of the Prepetition Liens to the DIP Liens and the Carve-Out, the Adequate Protection Liens, the 507(b) Claims (each as defined below), and the other Adequate Protection Obligations, in each case, in accordance with and subject to the terms and conditions set forth in this Interim Order and the DIP Documents.

O. **Immediate Entry**. Sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) and Bankruptcy Rule 4001(c)(2).

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

Based upon the foregoing findings and conclusions, the Motion, and the record before the Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. DIP Facility Approved on Interim Basis. The Motion is granted on an interim basis as set forth herein. The DIP Facility, in an amount equal to the Interim DIP Amount (together with the Interim Roll-Up Loans), is hereby authorized and approved to the extent set forth herein, and the use of Cash Collateral on an interim basis is authorized, in each case subject to the terms and conditions set forth in the DIP Documents and this Interim Order. All objections to this Interim Order, and all reservations of rights inconsistent with this Interim Order, to the extent not withdrawn, waived, settled, or resolved, are hereby denied and overruled. This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be fully enforceable immediately upon its entry. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, and 9014, or any other Bankruptcy Rule or Local Rule, any stay of the effectiveness or enforceability of this Interim Order is hereby waived and shall not apply, and the Debtors and the DIP Secured Parties are authorized to consummate the transactions contemplated hereby immediately upon entry hereof.

2. Authorization of the DIP Facility. The DIP Facility is hereby approved as set forth herein. The Debtors are expressly and immediately authorized and empowered to execute and deliver the DIP Documents and to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of this Interim Order and the DIP Documents, and to deliver all instruments, certificates, agreements, and documents that may be required or necessary for the performance by the Debtors under the DIP Facility and the creation and perfection of the DIP Liens (as defined below). All collections and proceeds, whether from ordinary course collections, asset sales, debt or equity issuances, insurance recoveries, condemnations, or otherwise, will be deposited and applied as required by this Interim Order and the DIP Documents. Upon entry of this Interim Order and execution and delivery of any DIP Documents, such applicable DIP

Documents shall represent valid and binding obligations of the Debtors, enforceable against each of the Debtors and their estates in accordance with their terms. Upon the Closing Date (as defined in the DIP Documents), the DIP Obligations shall bear interest, and all fees in respect of the DIP Facility (including any exit and similar fees) shall be fully earned and non-refundable, in each case, at the rates, in the amounts, at the times, and in the manner set forth in the DIP Documents and/or one or more fee letters entered into in connection therewith (each of which may be provided to the Court, the U.S. Trustee, and counsel to any Committee (if appointed), and may be filed under seal to the extent authorized by the Court). The Debtors shall pay, in accordance with this Interim Order, the principal, interest, premiums, fees, payments, expenses, and other amounts described in the DIP Documents as such amounts become due and payable, without need to obtain further Court approval, whether or not such amounts arose before, on, or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, including, without limitation, exit fees (including all fees and other amounts owed to the DIP Secured Parties), administrative agent's fees and collateral agent's fees (including all fees and other amounts owed to the DIP Agent), and the reasonable fees and disbursements of the DIP Secured Parties, including the reasonable and documented fees and disbursements of counsel and other professionals, whether or not such fees arose before, on, or after the Petition Date, in accordance with this Interim Order or the DIP Documents.

3. Authorization to Borrow. To prevent immediate and irreparable harm to the Debtors' estates, from the entry of this Interim Order through and including the earlier to occur of (i) entry of the Final Order and (ii) the DIP Termination Date (as defined below), and subject to the terms, conditions, and limitations on availability set forth in the DIP Documents and this

Interim Order, the Debtors are hereby authorized to borrow New Money DIP Loans under the DIP Facility in an aggregate outstanding principal amount equal to the Interim DIP Amount.

4. Amendment of the DIP Documents. The DIP Documents may from time to time be amended, modified, or supplemented by the parties thereto in accordance with the DIP Documents, and no further approval of this Court shall be required for any amendment, waiver, supplement, or other modification to and under the DIP Documents (and any fees paid in connection therewith) that is not material. In the case of an amendment, modification, or supplement to the DIP Documents that is material, the Debtors shall (i) provide notice (which may be provided through electronic mail or facsimile) to counsel to any Committee (if appointed), the U.S. Trustee, the DIP Secured Parties, the Prepetition First Lien Agent, the Prepetition 2028 Notes Trustee, the Prepetition 2029 Notes Trustee, the Prepetition Royalty Collateral Agent, and the Ad Hoc Group Advisors (as defined herein); (ii) provide notice to the Court; and (iii) if an objection is filed within three (3) business days after such notice, obtain approval of the Court. For the avoidance of doubt, the extension of a Milestone shall not constitute a material amendment, modification, or supplement to the DIP Documents. Notwithstanding the foregoing, no amendment, modification, supplement, or waiver of the DIP Documents or this Interim Order that affects the rights, duties, obligations, protections, immunities, or indemnities of the DIP Agent shall be effective without the prior written consent of the DIP Agent.

5. DIP Obligations.

(a) Upon entry of this Interim Order, this Interim Order shall, and upon execution and delivery of any DIP Documents, such DIP Documents shall, constitute and evidence the validity and binding effect of the DIP Obligations, which shall be enforceable against the Debtors, their estates, and any successors thereto, including, without limitation, any trustee

appointed in the Chapter 11 Cases or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the "***Successor Cases***"). Upon entry of this Interim Order, the DIP Obligations will include all loans and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtors to the DIP Agent or any of the DIP Secured Parties, in such capacities, in each case, under the DIP Documents (if any) or this Interim Order or secured by the DIP Liens (as defined below), including, without limitation, all principal, accrued and unpaid interest, costs, fees, premiums, expenses, and other amounts owing under the DIP Documents. The Debtors shall be jointly and severally liable for the DIP Obligations. The DIP Obligations shall be due and payable, and the use of Cash Collateral shall automatically cease, in each case, without notice or demand on the DIP Termination Date, except as provided in paragraph 26 herein and subject to the requirements of the Carve-Out. No obligation, payment, transfer, or grant of collateral security hereunder or under the DIP Documents (including any DIP Obligation or DIP Liens (as defined below)) to or for the benefit of the DIP Secured Parties shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under chapter 5 of the Bankruptcy Code, section 724(a) of the Bankruptcy Code, or any other provision with respect to avoidance actions under the Bankruptcy Code or applicable state law equivalents) or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise, but other than to the Carve-Out), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

6. Interim Roll-Up. Upon entry of this Interim Order and the occurrence of the Closing Date (as defined in the DIP Term Sheet), automatically and without any further action by the Debtors, the Court, or any other party, Prepetition First Lien Loans held by those DIP Lenders that fund New Money DIP Loans in the Initial Draw (or any of their respective designated affiliates or managed or controlled funds) shall be converted on a cashless basis into Interim Roll-Up Loans at a ratio of $1.00 of Prepetition First Lien Loans for each $1.00 of the principal amount of New Money DIP Loans funded by such DIP Lender in the Initial Draw. The converted Prepetition First Lien Obligations shall automatically be substituted and exchanged for, and shall be deemed to be, DIP Obligations constituting Second-Out Roll-Up DIP Obligations, for all purposes hereunder, and shall not be subject to any contest, attack, objection, challenge, defense, claim, counterclaim, or cause of action of any nature or description whatsoever (other than as set forth in paragraph 36 hereof), and such Second-Out Roll-Up DIP Obligations shall be due and payable in accordance with the terms and conditions set forth in the DIP Documents as if originally funded thereunder on the Closing Date. From and after the Closing Date, but subject to paragraph 36 hereof, the outstanding aggregate amount of Prepetition First Lien Obligations held by each such DIP Lender (or any of its designated affiliates or managed or controlled funds) shall be automatically deemed reduced by the amount of the Interim Roll-Up Loans held by such DIP Lender (or any of its designated affiliates or managed or controlled funds). For the avoidance of doubt, the Interim Roll-Up Loans and the Second-Out Roll-Up DIP Obligations in respect thereof shall be subordinated to the payment in full of the First-Out New Money DIP Obligations in accordance with the DIP Documents. For the avoidance of doubt, no Prepetition 2028 Notes Obligations, Prepetition 2029 Notes Obligations, or Prepetition Royalty Obligations shall be included in,

refinanced, converted, rolled up, or otherwise deemed satisfied in connection with the Interim Roll-Up or the Final Roll-Up.

7. DIP Liens. As security for the DIP Obligations, effective immediately upon entry of this Interim Order, pursuant to sections 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, the DIP Agent, for the benefit of itself and the other DIP Secured Parties, is hereby granted valid, binding, continuing, enforceable, non-avoidable, and automatically and properly perfected security interests and liens on all real and personal property, whether now existing or hereafter arising and wherever located, tangible or intangible, of each of the Debtors (the "***DIP Collateral***") including, without limitation, (a) all cash, cash equivalents, deposit accounts, securities accounts, accounts, other receivables (including credit card receivables), chattel paper, contract rights, inventory (wherever located), instruments (including, without limitation, promissory notes), documents, securities (whether or not marketable), and investment property (including, without limitation, all of the issued and outstanding capital stock of each of the Debtors' subsidiaries, all securities accounts and security entitlements related thereto, and financial assets carried therein, and all commodity accounts and commodity contracts), hedge agreements, furniture, fixtures, equipment (including documents of title), goods, vehicles, franchise rights, trade names, trademarks and trademark licenses, service marks, copyrights and copyright licenses, patents and patent licenses, license rights, regulatory approvals and applications (including all new drug applications, supplemental new drug applications, and marketing authorizations), intellectual property, general intangibles (including, for the avoidance of doubt, payment intangibles and hedging arrangements), rights to the payment of money (including, without limitation, tax refunds and any other extraordinary payments), royalty and revenue interests, supporting obligations, guarantees, letter of credit rights, commercial tort claims,

causes of action, all substitutions and replacements for any of the foregoing, indemnification rights, all present and future intercompany debt, fee interests in real property owned by the Debtors, leasehold interests in real property leased by the Debtors, books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks, and other electronic storage media and related data processing software related to the foregoing, and accessions, products, rents, profits, and proceeds of the foregoing, wherever located, including insurance or other proceeds; (b) all owned real property interests and all proceeds of leased real property; (c) actions brought under section 549 of the Bankruptcy Code to recover any postpetition transfer of DIP Collateral; (d) subject to entry of the Final Order, the proceeds of any avoidance actions (such actions, "***Avoidance Actions***") brought pursuant to chapter 5 of the Bankruptcy Code (the "***Avoidance Action Proceeds***"); provided, that no liens shall attach to Avoidance Actions; (e) subject to entry of the Final Order, the proceeds of any exercise of the Debtors' rights under sections 506(c) and 550 of the Bankruptcy Code; (f) all assets and other property of the Debtors (including, without limitation, all equity in non-U.S. subsidiaries of the Debtors) that are not otherwise subject to valid, perfected, enforceable, and unavoidable security interests or liens in existence as of the Petition Date or valid liens perfected (but not granted) after the Petition Date (to the extent such perfection in respect of a prepetition claim is expressly permitted under the Bankruptcy Code) (this clause (f), the "***Unencumbered Collateral***"); and (g) all proceeds and products of the foregoing, in each case subject and subordinate to the Carve-Out and the Permitted Prior Liens, as set forth in this Interim Order and in accordance with the priorities set forth in **Exhibit B** hereto (all such liens and security

interests granted to the DIP Agent, for its benefit and for the benefit of the other DIP Secured Parties, pursuant to this Interim Order and the DIP Documents, the "***DIP Liens***").[5]

8. DIP Lien Priority. The DIP Liens securing the DIP Obligations are valid, automatically perfected, non-avoidable, senior in priority to the Prepetition Liens on the Prepetition Collateral, and superior to any security, mortgage, collateral interest, lien, or claim to any of the DIP Collateral (whether currently existing or hereafter created), except that the DIP Liens shall be subject and subordinate only to the Carve-Out and the Permitted Prior Liens, in each case with the priorities set forth on **Exhibit B** hereto. Other than as set forth herein (including with respect to the Carve-Out and as set forth on **Exhibit B** hereto) or permitted under the DIP Documents, the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereafter granted in the Chapter 11 Cases or any Successor Cases and shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases or any Successor Cases, upon the conversion of any of the Chapter 11 Cases to any Successor Case, and/or upon the dismissal of any of the Chapter 11 Cases or Successor Cases. The DIP Liens shall not be subject to any of sections 510, 549, or 550 of the Bankruptcy Code. The DIP Liens shall not be subject or subordinate to (i) any lien or security interest arising or granted after the Petition Date, including, without limitation, any lien or security interest granted in favor of any federal, state, municipal, or other governmental unit, commission, board, agency, or court for any liability of the Debtors, (ii) any intercompany or affiliate lien or claim of the Debtors or any of their affiliates, or (iii) any lien or security interest that is avoided and preserved for the benefit of the Debtors or their estates pursuant to section 551 of the Bankruptcy Code.

[5] In the event of any conflict between the text of this Interim Order and the illustrative chart contained in **Exhibit B** hereto, the text of this Interim Order shall control.

9. DIP Superpriority Claims. Subject and subordinate only to the Carve-Out, upon entry of this Interim Order, the DIP Agent, on its own behalf and on behalf of the other DIP Secured Parties, is hereby granted, pursuant to section 364(c)(1) of the Bankruptcy Code, allowed superpriority administrative expense claims in each of the Chapter 11 Cases and any Successor Cases (collectively, the "***DIP Superpriority Claims***") for all DIP Obligations (a) with priority over any and all administrative expense claims and unsecured claims against the Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, at any time existing or arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726, 1113, or 1114 of the Bankruptcy Code or any other provision of the Bankruptcy Code and (b) which shall at all times be senior to the rights of the Debtors and their estates, and any successor trustee or other estate representative to the extent permitted by law, in each case with the priorities set forth on **Exhibit B** hereto. The DIP Superpriority Claims shall be payable from, and have recourse to, all DIP Collateral and all proceeds thereof, including all Cash Collateral and, subject to entry of the Final Order, the Avoidance Action Proceeds. Other than the Carve-Out and as expressly set forth in this Interim Order, no claim having a priority senior to, or *pari passu* with, the DIP Superpriority Claims shall be granted or allowed in any of the Chapter 11 Cases or any Successor Cases for so long as any DIP Obligations remain outstanding.

10. No Obligation to Extend Credit. The DIP Secured Parties shall have no obligation to make any loan or advance under the DIP Documents unless (and subject to the occurrence of the Closing Date) all of the conditions precedent to the making of such extension of

credit under the DIP Documents and this Interim Order have been satisfied in full or waived by the Required DIP Lenders in accordance with the terms of the DIP Documents.

11. Use of Proceeds of DIP Facility. From and after the Closing Date, the Debtors shall use proceeds of borrowings under the DIP Facility only for the purposes specifically set forth in this Interim Order and the DIP Documents, and, in each case, in compliance with the Budget (subject to any Permitted Variances (as defined in the DIP Term Sheet, the "***Permitted Variances***") and the exclusions set forth herein) and the terms and conditions in this Interim Order and the DIP Documents.

12. Authorization to Use Cash Collateral. Subject to the terms and conditions of this Interim Order (including paragraph 29 hereof) and the DIP Documents, and in accordance with the Budget (subject to the Permitted Variances and the exclusions set forth herein), the Debtors are authorized to use Cash Collateral until the DIP Termination Date. Nothing in this Interim Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in this Interim Order (including with respect to the Carve-Out), the DIP Facility, or the DIP Documents, and in accordance with the Budget (subject to the Permitted Variances and the exclusions set forth herein). The Debtors' use of Cash Collateral and other Prepetition Collateral is based on the consent (or deemed consent) of the DIP Secured Parties and the Prepetition Secured Parties to such use. Nothing herein or in any DIP Document shall be deemed to constitute sufficient adequate protection in connection with any proposed non-consensual use of Cash Collateral and other Prepetition Collateral.

13. Adequate Protection for the Prepetition First Lien Secured Parties. The Prepetition First Lien Secured Parties are entitled, pursuant to sections 361, 362, 363(c)(2), 363(e),

and 507 of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral, including the Cash Collateral, solely to the extent of any Diminution in Value of their interests in the Prepetition Collateral (the "***First Lien Adequate Protection Obligations***"). As adequate protection, the Prepetition First Lien Secured Parties are hereby granted the following:

(a) First Lien Adequate Protection Liens. As security for the payment of the First Lien Adequate Protection Obligations, the Prepetition First Lien Agent (for itself and for the benefit of the other Prepetition First Lien Secured Parties) is hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements, or other agreements) valid, perfected replacement security interests in and liens on all DIP Collateral, including, upon entry of the Final Order, the Avoidance Action Proceeds (the "***First Lien Adequate Protection Liens***"), subject and subordinate only to (i) the Carve-Out, (ii) the DIP Liens, and (iii) the Permitted Prior Liens, and with the priorities set forth on **Exhibit B** hereto, in each case subject to the Intercreditor Agreements.

(b) First Lien Section 507(b) Claims. The First Lien Adequate Protection Obligations shall constitute superpriority claims as provided in section 507(b) of the Bankruptcy Code (the "***First Lien 507(b) Claims***"), with priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, without limitation, sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1113, or 1114 of the Bankruptcy Code, subject and subordinate only to (i) the Carve-Out and (ii) the DIP Superpriority Claims, and with the priorities set forth on **Exhibit B** hereto, in each case subject to the Intercreditor Agreements.

(c) First Lien Adequate Protection Payments. The Debtors shall, as adequate protection, (i) pay in cash, on a monthly basis, all reasonable and documented out-of-pocket fees and expenses (whether accruing before or after the Petition Date), including the professional fees of the Secured Party Advisors (as defined below) and all fees, expenses, and indemnities payable to the Prepetition First Lien Agent under the Prepetition First Lien Documents (including any fee letter and the reasonable and documented fees and expenses of its counsel), in each case without the need for the filing of formal fee applications (but subject to paragraph 33 hereof), and (ii) pay-in-kind interest on the Prepetition First Lien Obligations at (x) prior to the Petition Date, the Term Loan Default Rate under and as defined in the September 2026 Forbearance Agreement and (y) from and after the Petition Date, the Default Rate under and as defined in the Prepetition First Lien Credit Agreement.

(d) Information. The Debtors shall concurrently deliver to the Prepetition First Lien Secured Parties and to the legal and financial advisors to the ad hoc group of Prepetition First Lien Lenders, Prepetition 2028 Noteholders, Prepetition 2029 Noteholders, and DIP Lenders (the "***Ad Hoc Group***"), including Latham & Watkins LLP, Haynes and Boone, LLP, and Houlihan Lokey Capital, Inc. (such advisors, the "***Ad Hoc Group Advisors***"), all information, reports, documents, and other materials that the Debtors provide to the DIP Secured Parties pursuant to the DIP Documents, this Interim Order, and the Final Order, subject to the confidentiality provisions of the DIP Documents; provided, that the Debtors shall not be required to share any confidential information or materials that would constitute a waiver of any privilege, violate applicable law, or, where the recipient is, or is an affiliate of, a person acting in a Bidder Capacity (as defined in the Restructuring Support Agreement), include confidential materials relating to the Debtors' marketing and sale process; provided, further, that the recipient of such

confidential information or materials may not share information or materials that relate to the Debtors' marketing and sale process with any party that is, or is the affiliate of, a party acting in a Bidder Capacity (as defined in the Restructuring Support Agreement).

14. Adequate Protection for the Prepetition Notes Secured Parties. The Prepetition Notes Secured Parties are entitled, pursuant to sections 361, 362, 363(c)(2), 363(e), and 507 of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral, including the Cash Collateral, solely to the extent of any Diminution in Value of their interests in the Prepetition Collateral (the "***Notes Adequate Protection Obligations***"). As adequate protection, the Prepetition Notes Secured Parties are hereby granted the following:

(a) Notes Adequate Protection Liens. As security for the payment of the Notes Adequate Protection Obligations, the Prepetition Notes Collateral Trustee (for itself and for the benefit of the other Prepetition Notes Secured Parties) is hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements, or other agreements) valid, perfected replacement security interests in and liens on all DIP Collateral, including, upon entry of the Final Order, the Avoidance Action Proceeds (collectively, the "***Notes Adequate Protection Liens***"), subject and subordinate only to (i) the Carve-Out, (ii) the DIP Liens, (iii) the Permitted Prior Liens, (iv) the Prepetition 1L Liens, and (v) the First Lien Adequate Protection Liens, with the priorities set forth on **Exhibit B** hereto, in each case subject to the Intercreditor Agreements.

(b) Notes Section 507(b) Claims. The Notes Adequate Protection Obligations shall constitute superpriority claims as provided in section 507(b) of the Bankruptcy Code (collectively, the "***Notes 507(b) Claims***"), with priority in payment over any and all

administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, without limitation, sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1113, or 1114 of the Bankruptcy Code, subject and subordinate only to (i) the Carve-Out, (ii) the DIP Superpriority Claims, and (iii) the First Lien 507(b) Claims, and with the priorities set forth on **Exhibit B** hereto, in each case subject to the Intercreditor Agreements; provided, however, that the Prepetition Notes Secured Parties shall be deemed to have irrevocably agreed, pursuant to section 1129(a)(9) of the Bankruptcy Code, that the Notes 507(b) Claims may be paid under any plan of reorganization in any combination of cash, debt, equity, or other property having a value, as of the effective date of such plan, equal to the allowed amount of the Notes 507(b) Claims; provided, further, that the foregoing shall not apply to any fees, expenses, and indemnities owing to the Prepetition 2028 Notes Trustee, the Prepetition 2029 Notes Trustee, or the Prepetition Notes Collateral Trustee for their own account in their capacities as such, which shall be paid in full in cash on or before the effective date of any such plan, without prejudice to any charging lien under the Prepetition Notes Documents or the Collateral Trust Agreement.

(c) Notes Adequate Protection Payments. The Debtors shall, as adequate protection, (i) pay in cash, on a monthly basis, all reasonable and documented out-of-pocket fees and expenses (whether accruing before or after the Petition Date), including the professional fees of the Secured Party Advisors (as defined below) and all fees, expenses, and indemnities payable to the Prepetition 2028 Notes Trustee, the Prepetition 2029 Notes Trustee, or the Prepetition Notes Collateral Trustee under the Prepetition Notes Documents or the Collateral Trust Agreement (including any fee letter and the reasonable and documented fees and expenses

of its counsel), in each case without the need for the filing of formal fee applications (but subject to paragraph 33 hereof), and (ii) pay-in-kind interest on the Prepetition 2028 Notes Obligations.

(d) Information. The Debtors shall concurrently deliver to the Prepetition Notes Collateral Trustee and the Ad Hoc Group Advisors all information, reports, documents, and other materials that the Debtors provide to the DIP Secured Parties pursuant to the DIP Documents, this Interim Order, and the Final Order; provided, that the Debtors shall not be required to share any confidential information or materials that would constitute a waiver of any privilege, violate applicable law, or, where the recipient is, or is an affiliate of, a party acting in a Bidder Capacity (as defined in the Restructuring Support Agreement), include confidential materials relating to the Debtors' marketing and sale process; provided, further, that the recipient of such confidential information or materials may not share information or materials that relate to the Debtors' marketing and sale process with any party that is, or is an affiliate of, a party acting in a Bidder Capacity (as defined in the Restructuring Support Agreement).

15. Adequate Protection for the Prepetition Royalty Secured Parties. The Prepetition Royalty Secured Parties are entitled, pursuant to sections 361, 362, 363(c)(2), 363(e), and 507 of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral, including the Cash Collateral, solely to the extent of any Diminution in Value of their interests in the Prepetition Collateral (the "***Royalty Adequate Protection Obligations***" and, together with the First Lien Adequate Protection Obligations and the Notes Adequate Protection Obligations, the "***Adequate Protection Obligations***"). As adequate protection, the Prepetition Royalty Secured Parties are hereby granted the following:

(a) Royalty Adequate Protection Liens. As security for the payment of the Royalty Adequate Protection Obligations, the Prepetition Royalty Collateral Agent (for itself

and for the benefit of the other Prepetition Royalty Secured Parties) is hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements, or other agreements) valid, perfected replacement security interests in and liens on all DIP Collateral, including, upon entry of the Final Order, the Avoidance Action Proceeds (collectively, the "***Royalty Adequate Protection Liens***" and, together with the First Lien Adequate Protection Liens and the Notes Adequate Protection Liens, the "***Adequate Protection Liens***"), subject and subordinate only to (i) the Carve-Out, (ii) the DIP Liens, (iii) the Permitted Prior Liens, (iv) the Prepetition 1L Liens, (v) the First Lien Adequate Protection Liens, and (vi) solely with respect to the Prepetition Non-Royalty Collateral, the Notes Adequate Protection Liens and the Prepetition 2L Notes Liens, in each case with the relative priorities set forth on **Exhibit B** hereto and subject to the Intercreditor Agreements.

(b) Royalty Section 507(b) Claims. The Royalty Adequate Protection Obligations shall constitute superpriority claims as provided in section 507(b) of the Bankruptcy Code (collectively, the "***Royalty 507(b) Claims***" and, together with the First Lien 507(b) Claims and the Notes 507(b) Claims, the "***507(b) Claims***"), with priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, without limitation, sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1113, or 1114 of the Bankruptcy Code, subject and subordinate only to (i) the Carve-Out, (ii) the DIP Superpriority Claims, and (iii) the First Lien 507(b) Claims, and with the priorities set forth on **Exhibit B** hereto, in each case subject to the Intercreditor Agreements; provided, however, that the Prepetition Royalty Secured Parties shall be deemed to have irrevocably agreed, pursuant to section 1129(a)(9) of the Bankruptcy Code, that

the Royalty 507(b) Claims may be paid under any plan of reorganization in any combination of cash, debt, equity, or other property having a value, as of the effective date of such plan, equal to the allowed amount of the Royalty 507(b) Claims.

(c) Royalty Adequate Protection Payments. The Debtors shall, as adequate protection, pay in cash, on a monthly basis, all reasonable and documented out-of-pocket fees and expenses (whether accruing before or after the Petition Date), including the professional fees of the Secured Party Advisors (as defined below), which shall consist of (a) reasonable and documented accrued and unpaid fees for counsel, subject to objection only if in excess of $600,000, (b) with respect to a financial advisor, monthly fees of $150,000, solely to the extent accruing from the Petition Date until the closing date of the Ayrmid Transaction or Acceptable Alternative Transaction (each as defined in the Restructuring Support Agreement), as applicable, and (c) with respect to a financial advisor, solely in the event of the consummation of an Acceptable Alternative Transaction (as defined in the Restructuring Support Agreement) that results in transaction proceeds, (i) if transaction proceeds are sufficient to pay all Funded Debt (as defined in the Restructuring Support Agreement) outstanding in full and in cash, then a $1,000,000 deferred fee, or (ii) if transaction proceeds are insufficient to pay all Funded Debt outstanding in full in cash, then a $500,000 deferred fee, in each case payable upon consummation of such Acceptable Alternative Transaction and, in each case, solely from the proceeds thereof; provided, in each case of the foregoing, without the need for the filing of formal fee applications (but subject to paragraph 33 hereof); provided, that the rights of the Prepetition Royalty Secured Parties to assert, and of all parties in interest to contest, any claim for postpetition interest under section 506(b) of the Bankruptcy Code are reserved.

(d) Information. The Debtors shall concurrently deliver to the Prepetition Royalty Secured Parties and their respective advisors all information, reports, documents, and other materials that the Debtors provide to the DIP Secured Parties pursuant to the DIP Documents, this Interim Order, and the Final Order; provided, that the Debtors shall not be required to share any confidential information or materials that would constitute a waiver of any privilege, violate applicable law, or, where the recipient is, or is an affiliate of, a party acting in a Bidder Capacity, include materials relating to the Debtors' marketing and sale process; provided, further, that the recipient of such confidential information or materials may not share confidential information or materials that relate to the Debtors' marketing and sale process with any party that is, or is an affiliate of, a party acting in a Bidder Capacity.

16. Adequate Protection Reservation. Subject 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 hereunder is insufficient to compensate for any Diminution in Value of their respective interests in the Prepetition Collateral during the Chapter 11 Cases or any Successor Cases. The receipt by the Prepetition Secured Parties of the adequate protection provided pursuant to this Interim Order shall not be deemed an admission that the interests of the Prepetition Secured Parties are adequately protected. Further, this Interim Order shall not prejudice or limit the rights of the Prepetition Secured Parties to seek additional relief with respect to the use of Cash Collateral or for additional adequate protection. Except to the extent expressly set forth in this Interim Order, none of the Prepetition Secured Parties shall receive or retain any payments, property, or other amounts in respect of the 507(b) Claims unless and until all DIP Obligations (excluding contingent indemnification obligations for which no claim has been asserted) have been indefeasibly paid in full in cash.

17. Budget Maintenance. The Debtors shall use the proceeds of all borrowings under the DIP Facility and Cash Collateral in accordance with the Budget, subject in all respects to the Permitted Variances and exclusions set forth herein. The Budget annexed hereto as **Schedule 1** shall constitute the initial Budget. No later than 11:59 p.m. (Central Time) on the first Wednesday that is four (4) full calendar weeks after the Petition Date, and on the Wednesday of each fourth week thereafter, the Debtors shall provide to the DIP Secured Parties and the Ad Hoc Group Advisors an updated proposed rolling 13-week statement of the Debtors' anticipated cash receipts and disbursements for the 13-week period commencing on the Monday of the week in which such proposed budget (a "***Proposed Budget***") is delivered, which Proposed Budget shall, subject to the following sentence, modify and supersede any prior Budget on the Wednesday of the week following the delivery of any Proposed Budget. Notwithstanding the foregoing sentence, such Proposed Budget shall only modify and supersede any prior Budget if consented to in writing (such consent not to be unreasonably withheld) by the Required DIP Lenders (which consent shall be deemed given if the Required DIP Lenders have not objected in writing to such Proposed Budget within five (5) business days after delivery thereof) and, until such consent is given or deemed given, the Budget then in effect shall continue as the then-effective Budget, and any or all of the DIP Secured Parties may (but shall have no obligation to) fund such Proposed Budget. Each Budget delivered to the DIP Secured Parties and the Ad Hoc Group Advisors shall be accompanied by such supporting documentation as reasonably requested by the Required DIP Lenders or the Ad Hoc Group Advisors, and each Budget shall be prepared in good faith based upon assumptions the Debtors believe to be reasonable. A copy of the Budget shall be delivered to the Prepetition Secured Parties, the Secured Party Advisors, the legal and financial advisors to the Committee (if appointed), and the U.S. Trustee following such Budget's approval.

18. Budget and Reporting Compliance. The Debtors shall at all times comply with the Budget, subject to the Permitted Variances. The Debtors shall provide all reports and other information as required in the DIP Documents. The Debtors' failure to comply with the Budget (subject to the Permitted Variances) or to provide the reports and other information, in each case as required under the DIP Documents or this Interim Order, shall constitute an Event of Default following the expiration of any applicable grace period set forth in this Interim Order or the DIP Documents.

19. Modification of Automatic Stay. The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this Interim Order, including, without limitation, to: (a) permit the Debtors to grant the DIP Liens, Adequate Protection Liens, DIP Superpriority Claims, and 507(b) Claims; (b) permit the Debtors to perform such acts as the DIP Agent, the DIP Secured Parties, the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, or the Prepetition Royalty Collateral Agent may reasonably request to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the DIP Secured Parties and the Prepetition Secured Parties under the DIP Documents, the DIP Facility, and this Interim Order, as applicable; and (d) authorize the Debtors to pay, and the DIP Secured Parties and the Prepetition Secured Parties to retain and apply, payments made in accordance with the terms of this Interim Order.

20. Perfection of DIP Liens and Adequate Protection Liens. This Interim Order shall be sufficient and conclusive evidence of the creation, validity, perfection, and priority of all liens granted herein, including the DIP Liens and the Adequate Protection Liens, without the necessity of filing or recording any financing statement, mortgage, notice, or other instrument or

document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect (in accordance with applicable non-bankruptcy law) such liens or to entitle the DIP Secured Parties and the Prepetition Secured Parties to the priorities granted herein. Notwithstanding the foregoing, each of the DIP Agent, the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, and the Prepetition Royalty Collateral Agent is authorized to file or record, as it, in its sole discretion or in the discretion of the Required DIP Lenders, deems necessary or advisable, such financing statements, security agreements, mortgages, notices of liens, and other similar documents to perfect its respective liens in accordance with applicable non-bankruptcy law, and all such financing statements, mortgages, notices, and other documents shall be deemed to have been filed or recorded as of the Petition Date; provided, however, that no such filing or recordation shall be necessary or required in order to create or perfect the DIP Liens or the Adequate Protection Liens. The Debtors shall execute and deliver, promptly upon demand, to the DIP Agent, the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, and the Prepetition Royalty Collateral Agent, all such financing statements, mortgages, notices, and other documents as the DIP Agent (at the direction of the Required DIP Lenders) or such other agent or trustee, as applicable, may reasonably request. Each of the DIP Agent, the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, and the Prepetition Royalty Collateral Agent may file a photocopy of this Interim Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices of lien, or similar instrument, and all applicable officials shall accept a photocopy of this Interim Order for filing or recordation for such purpose. To the extent the Prepetition First Lien Agent is the secured party under any

security agreement, mortgage, leasehold mortgage, landlord waiver, credit card processor notice or agreement, bailee letter, customs broker agreement, financing statement, account control agreement, or any other Prepetition First Lien Document, or is listed as loss payee or additional insured under any of the Debtors' insurance policies, the DIP Agent shall also be deemed to be the secured party or the loss payee or additional insured, as applicable, under such documents. The Prepetition First Lien Agent shall serve as gratuitous bailee for the DIP Agent for purposes of perfecting the DIP Liens on all DIP Collateral that is of a type such that, without giving effect to the Bankruptcy Code and this Interim Order, perfection of a lien thereon may be accomplished only by possession or control by a secured party.

21. Protection of Rights of DIP Secured Parties and Prepetition Secured Parties.

(a) Unless the DIP Agent, at the direction of the Required DIP Lenders, and the Prepetition First Lien Agent shall have provided their prior written consent, or all DIP Obligations and all Prepetition First Lien Obligations (in each case, excluding contingent indemnification obligations for which no claim has been asserted) have been indefeasibly paid in full in cash, as applicable, and the lending commitments under the DIP Facility have terminated, it shall be an Event of Default if there shall be entered in any of these Chapter 11 Cases or any Successor Cases any order (including any order confirming any plan of reorganization or liquidation) that authorizes any of the following (unless such order provides for the simultaneous indefeasible payment in full in cash of the DIP Obligations, the Prepetition First Lien Obligations, and the First Lien Adequate Protection Obligations): (i) the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the DIP Collateral or the Prepetition Collateral or that is entitled to administrative priority status, in each case that is superior to or *pari passu* with the DIP Liens, the DIP

Superpriority Claims, the Prepetition 1L Liens, the First Lien Adequate Protection Liens, or the First Lien 507(b) Claims, except as expressly set forth in this Interim Order or the DIP Documents; (ii) the use of Cash Collateral for any purpose other than to fund the Carve-Out or as permitted in the Budget (subject to the Permitted Variances and exclusions set forth herein), the DIP Documents, and this Interim Order; or (iii) any modification of the DIP Agent's, any DIP Secured Party's, or any Prepetition First Lien Secured Party's rights under this Interim Order, the DIP Documents, or the Prepetition First Lien Documents with respect to any DIP Obligations or Prepetition First Lien Obligations, as applicable. The Final Order shall provide that, from and after entry of the Final Order and until the Prepetition Notes Obligations (excluding contingent indemnification obligations for which no claim has been asserted) have been indefeasibly paid in full in cash, it shall be an Event of Default if there shall be entered in any of these Chapter 11 Cases or any Successor Cases any order that authorizes the obtaining of credit or the incurring of indebtedness that is secured by a lien on all or any portion of the DIP Collateral or the Prepetition Collateral, or that is entitled to administrative priority status, in each case that is superior to or *pari passu* with the Prepetition 2L Notes Liens, the Notes Adequate Protection Liens, or the Notes 507(b) Claims, except as expressly set forth in this Interim Order, unless (x) the Prepetition Notes Collateral Trustee (at the direction of the requisite Prepetition Noteholders) shall have provided its prior written consent or (y) such order provides for the simultaneous indefeasible payment in full in cash of the Prepetition Notes Obligations.

(b) The Debtors will, until the DIP Obligations, the Prepetition First Lien Obligations, and the Prepetition Notes Obligations (in each case, excluding contingent indemnification obligations for which no claim has been asserted) have been indefeasibly paid in full in cash: (i) maintain books, records, and accounts to the extent and as required by the

DIP Documents, the Prepetition First Lien Documents, the Prepetition 2028 Notes Documents, and the Prepetition 2029 Notes Documents; (ii) reasonably cooperate with, consult with, and provide to the DIP Agent, the DIP Secured Parties, the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, the Prepetition Noteholders, and the Ad Hoc Group Advisors all such information and documents that any or all of the Debtors are obligated (including upon reasonable request by the DIP Agent, the DIP Secured Parties, the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, or the Prepetition Noteholders) to provide under the DIP Documents, the Prepetition First Lien Documents, the Prepetition 2028 Notes Documents, the Prepetition 2029 Notes Documents, or the provisions of this Interim Order; (iii) upon reasonable request, authorize their independent certified public accountants, financial advisors, investment bankers, and consultants to cooperate and consult with the DIP Agent (and, so long as an Event of Default has occurred and is continuing, each DIP Secured Party), the Secured Party Advisors, the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, and the Prepetition Noteholders; (iv) upon reasonable advance notice and during normal business hours, permit the DIP Agent, the DIP Secured Parties, the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, and the Prepetition Noteholders (or their respective representatives or agents) to visit and inspect any of the Debtors' respective properties, to examine and make abstracts or copies from any of their respective books and records, to tour the Debtors' business premises and other properties, and to discuss their respective affairs, finances, properties, business operations, and accounts with their respective officers, employees, independent public accountants, and other professional advisors (other than legal counsel) as and to the extent required by the DIP Documents, the Prepetition First Lien Documents, the Prepetition 2028 Notes Documents, and/or the Prepetition 2029 Notes Documents; provided, that absent the occurrence and continuance of an Event of

Default, such visits and inspections shall not occur more than once per calendar month; (v) upon reasonable advance notice and during normal business hours, permit the DIP Secured Parties, the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, the Prepetition Noteholders, and the Secured Party Advisors to consult with the Debtors' management and advisors on matters concerning the Debtors' businesses, financial condition, operations, and assets; provided, that such consultation shall occur at reasonable times and frequencies and shall not unreasonably interfere with the operation of the Debtors' businesses; and (vi) provide access for the Ad Hoc Group Advisors to any data room established in connection with third-party diligence commenced in connection with any sale of one or more of the Debtors or their assets; provided that, notwithstanding anything to the contrary in this paragraph 21, the Debtors shall not be required to share any information or materials that would constitute a waiver of any privilege, violate any law, or, where the recipient is, or is the affiliate of, a party acting in a Bidder Capacity (as defined in the Restructuring Support Agreement), include materials relating to the Debtors' marketing and sale process; provided, further, that the recipient of such information or materials may not share confidential information or materials that relate to the Debtors' marketing and sale process with any party that is, or is an affiliate of, a party acting in a Bidder Capacity.

22. Credit Bid. The DIP Agent (acting at the direction of the Required DIP Lenders) (or one or more of its designees, affiliates, or assignees) shall have the unqualified right to credit bid any or all of the DIP Obligations, including, for the avoidance of doubt, the DIP Superpriority Claims, under or pursuant to (i) section 363(k) of the Bankruptcy Code, (ii) any plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or (iii) section 725 of the Bankruptcy Code. The Prepetition First Lien Agent (acting at the direction of the requisite Prepetition First Lien Lenders) (or one or more of its designees, affiliates, or assignees)

shall have the unqualified right to credit bid any or all of the Prepetition First Lien Obligations, including, for the avoidance of doubt, the First Lien 507(b) Claims, under or pursuant to (i) section 363(k) of the Bankruptcy Code, (ii) any plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or (iii) section 725 of the Bankruptcy Code. The Prepetition Notes Collateral Trustee (acting at the direction of the requisite Prepetition Noteholders in accordance with the Collateral Trust Agreement) (or one or more of its designees, affiliates, or assignees) or the Prepetition Royalty Secured Parties shall have the right, subject to the Intercreditor Agreements, to credit bid any or all of the Prepetition Notes Obligations or the Prepetition Royalty Obligations, as applicable, including, for the avoidance of doubt, the Notes 507(b) Claims, under or pursuant to (i) section 363(k) of the Bankruptcy Code, (ii) any plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or (iii) section 725 of the Bankruptcy Code (each such bid described in this paragraph, a "***Credit Bid***"). If the DIP Agent, the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, or the Prepetition Royalty Secured Parties or any of their respective designees, affiliates, or assignees makes a Credit Bid in connection with any auction or other sale process relating to the sale or other disposition of any DIP Collateral or Prepetition Collateral, then for purposes of such auction or sale process or any applicable order of this Court, the DIP Agent, the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, or the Prepetition Royalty Secured Parties, as applicable, shall be automatically deemed to be a qualified bidder and its bid shall be automatically deemed to constitute a qualified bid, regardless of whether the qualified bidder or qualified bid requirements are satisfied.

23. Proceeds of Subsequent Financing. If the Debtors, any trustee, any examiner with expanded powers, or any responsible officer subsequently appointed in these Chapter 11 Cases or any Successor Cases shall obtain credit or incur debt pursuant to

sections 364(b), 364(c), or 364(d) of the Bankruptcy Code in violation of the DIP Documents or this Interim Order at any time prior to the indefeasible repayment in full in cash of all DIP Obligations and all Prepetition First Lien Obligations, and, from and after entry of the Final Order, all Prepetition Notes Obligations (in each case, excluding contingent indemnification obligations for which no claim has been asserted) and the termination of the DIP Secured Parties' obligation to extend credit under the DIP Facility, including subsequent to the confirmation of any chapter 11 plan with respect to any or all of the Debtors (if applicable), then all the cash proceeds derived from such credit or debt shall immediately be applied in accordance with this Interim Order, the DIP Documents, and the Intercreditor Agreements.

24. Maintenance of DIP Collateral. Until the indefeasible payment in full in cash of all DIP Obligations, all Prepetition First Lien Obligations, all Prepetition Notes Obligations (in each case, excluding contingent indemnification obligations for which no claim has been asserted), and the Prepetition Royalty Obligations and the termination of the DIP Secured Parties' obligation to extend credit under the DIP Facility, the Debtors shall (a) insure the DIP Collateral as required under the DIP Documents, the Prepetition First Lien Documents, or the Prepetition Notes Documents, as applicable; (b) maintain the cash management system in effect as of the Petition Date (other than as modified with the prior written consent of the Required DIP Lenders (such consent not to be unreasonably withheld)); (c) maintain and preserve their intellectual property and all material regulatory approvals relating to their products; and (d) (i) maintain accurate records of all transfers (including intercompany transactions) within the cash management system so that all postpetition transfers and transactions shall be adequately and promptly documented in, and readily ascertainable from, their books and records, to the same extent maintained by the Debtors before the Petition Date, and (ii) provide reasonable access to such

records to the DIP Agent, the DIP Secured Parties, the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, the Prepetition Royalty Secured Parties (including any of their advisors) and the Ad Hoc Group Advisors; provided, that the Debtors shall not be required to provide access where such access would constitute a waiver of any privilege or violate applicable law.

25. Disposition of DIP Collateral. The Debtors shall not sell, transfer, lease, license, encumber, or otherwise dispose of any portion of the DIP Collateral other than in the ordinary course of business without the prior written consent of the DIP Agent (at the direction of the Required DIP Lenders) or, after the DIP Obligations have been paid in full, the Prepetition First Lien Agent (at the direction of the requisite Prepetition First Lien Lenders) (and no such consent shall be implied from any other action, inaction, or acquiescence by any DIP Secured Party or Prepetition First Lien Secured Party), except as otherwise provided for in the DIP Documents.

26. DIP Termination Date. On the DIP Termination Date (as defined below), subject to the Carve-Out, (a) all DIP Obligations shall be immediately due and payable and all commitments to extend credit under the DIP Facility shall terminate, other than as required in paragraph 30 with respect to the Carve-Out; (b) all authority to use Cash Collateral shall cease, other than as required in paragraph 30 with respect to the Carve-Out; provided, however, that during the Remedies Notice Period, the Debtors may continue to use Cash Collateral solely to meet payroll obligations and pay expenses necessary to avoid immediate and irreparable harm to the Debtors' estates, in accordance with the Budget (subject to the Permitted Variances and exclusions set forth herein), or that have otherwise been approved in advance in writing by the DIP Agent (at the direction of the Required DIP Lenders); and (c) subject to paragraph 29, the DIP Agent shall otherwise be entitled to exercise rights and remedies under the DIP Documents in accordance with this Interim Order.

27. Events of Default. Prior to the indefeasible payment in full in cash of the DIP Obligations (excluding contingent indemnification obligations for which no claim has been asserted), the occurrence of any of the following events, unless waived by the Required DIP Lenders in writing and in accordance with the terms of the DIP Documents, shall constitute an event of default (collectively, the "***Events of Default***") under this Interim Order: (a) the failure of the Debtors to perform, in any material respect, any of the terms, provisions, conditions, covenants, or obligations under this Interim Order, or (b) the occurrence of an "Event of Default" under the DIP Documents. Upon the indefeasible payment in full in cash of the DIP Obligations (excluding contingent indemnification obligations for which no claim has been asserted) (a "***DIP Repayment***"), the foregoing Events of Default may be waived by the Prepetition First Lien Agent as set forth in the Prepetition First Lien Documents, and, upon the indefeasible payment in full in cash, upon or at any time after a DIP Repayment, of all Prepetition First Lien Obligations (in each case, excluding contingent indemnification obligations for which no claim has been asserted) (a "***First Lien Repayment***"), by the Prepetition Notes Collateral Trustee as set forth in the Prepetition Notes Documents.

28. [Reserved.]

29. Rights and Remedies Upon Event of Default.

(a) 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 of the Court, but subject to the terms of this Interim Order, subject to the Remedies Notice Period (as defined below), the DIP Agent (at the direction of the Required DIP Lenders) may declare (any such declaration, a "***DIP Termination Declaration***" and the date on which a DIP Termination Declaration is delivered shall be referred

to as the "***DIP Termination Date***"): (i) all outstanding 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) the termination of the DIP Facility and the DIP Documents as to any future liability or obligation of the DIP Agent and the DIP Secured Parties, without affecting any of the DIP Liens or the DIP Obligations, and (iv) the Carve-Out shall be triggered through the delivery of the Carve-Out Trigger Notice (as defined below) to the Debtors; and subject to the provisions in paragraph 26, the DIP Agent (at the direction of the Required DIP Lenders) may declare the termination, reduction, or restriction on the Debtors' ability to use Cash Collateral. The DIP Termination Declaration shall be delivered by electronic mail to counsel to the Debtors, counsel to a Committee (if appointed), counsel to the Prepetition First Lien Agent, the Ad Hoc Group Advisors, and counsel to the Prepetition Royalty Collateral Agent. Following a DIP Repayment, the rights of the DIP Agent and the Required DIP Lenders under clause (iv) and with respect to the use of Cash Collateral under this paragraph shall be exercisable by the Prepetition First Lien Agent (at the direction of the requisite Prepetition First Lien Lenders) and, following a First Lien Repayment, by the Prepetition Notes Collateral Trustee (at the direction of the requisite Prepetition Noteholders), in each case subject to the Intercreditor Agreements, and any declaration so delivered shall constitute a DIP Termination Declaration for purposes of this Interim Order.

(b) The automatic stay in the Chapter 11 Cases otherwise applicable to the DIP Agent, the DIP Lenders, and the Prepetition First Lien Secured Parties is hereby modified so that five (5) business days after the DIP Termination Date, which period shall be automatically extended in connection with a Stay Relief Hearing (as defined and provided in clause (c) below) prior to the expiration of such period to enable the Court to rule thereon (the "***Remedies Notice***

Period"), 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 Interim Order to satisfy the DIP Obligations, DIP Superpriority Claims, and DIP Liens, subject to the Carve-Out.

(c) If a DIP Termination Declaration is delivered as provided above, the DIP Lenders shall request and obtain a setting from the Court for and the Debtors hereby consent to an emergency hearing (a "***Stay Relief Hearing***") being held before this Court on an expedited basis and related motions shall be filed with the Court by the DIP Agent (at the direction of the Required DIP Lenders) on at least three (3) business days' notice (subject to the Court's availability) for the sole purpose (unless the Court orders otherwise) of considering whether an Event of Default has occurred. Unless the Court has determined that an Event of Default has not occurred and/or is not continuing or the Court orders otherwise, the automatic stay, as to all of the DIP Secured Parties and the Prepetition First Lien Secured Parties, shall automatically be terminated at the end of the Remedies Notice Period without further notice or order. The Debtors hereby waive their right to and shall not be entitled to seek relief, including under section 105 of the Bankruptcy Code or otherwise, to the extent that such relief would in any way impair or restrict the express rights and remedies granted to the DIP Agent and the other DIP Secured Parties under this paragraph 29.

30. Carve-Out.

(a) Priority of Carve-Out. Each of the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Liens, and the 507(b) Claims shall be subject and subordinate to payment of the Carve-Out. For the avoidance of doubt, notwithstanding anything to the contrary in this Interim Order or the DIP Documents, the Carve-Out shall be senior to all liens, security interests, and superpriority claims granted hereunder, under the DIP

Documents, and/or under the Prepetition Secured Documents, and following the indefeasible payment in full of the DIP Obligations, the Carve-Out shall remain in effect as to the Prepetition Secured Obligations and the Adequate Protection Obligations, and the Debtors shall be permitted and required to continue to fund the Carve-Out Accounts in accordance with this Interim Order.

(b) Carve-Out. As used in this Interim Order, the term "***Carve-Out***" means the sum of:

(i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate, if any, pursuant to 31 U.S.C. § 3717 (without regard to the notice set forth in clause (iii) below);

(ii) all reasonable and documented fees and expenses up to $100,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in clause (iii) below);

(iii) to the extent allowed at any time, whether by interim order, procedural order, final order or otherwise, all unpaid fees and expenses (the "***Allowed Professional Fees***") incurred by persons or firms retained by the Debtors (the "***Debtor Professionals***") or the Committee pursuant to sections 327, 328, 363, or 1103 of the Bankruptcy Code (the "***Committee Professionals***," and together with the Debtor Professionals, the "***Estate Professionals***") at any time before or on the first business day following delivery by the DIP Agent (acting at the direction of the Required DIP Lenders) of a Carve-Out Trigger Notice (as defined below) (or, if later, the date on which the Court determines, after a hearing thereon, that an Event of Default has occurred) and without regard to whether such fees and expenses are (a) provided for in any Budget or

(b) allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice (the amounts set forth in this clause (iii) being the "***Pre-Carve-Out Trigger Notice Cap***"); and

(iv) (A) Allowed Professional Fees of Debtor Professionals in an aggregate amount not to exceed $2,750,000 plus the amount of any earned and payable restructuring, sale, success, or other transaction or similar fee (including any deferred fees) of any investment banker or financial advisor retained by the Debtors, as approved by the Court in connection with the order authorizing such retention, and (B) Allowed Professional Fees of Committee Professionals in an aggregate amount not to exceed $50,000, in each case incurred after the first business day following delivery by the DIP Agent (acting at the direction of the Required DIP Lenders) of the Carve-Out Trigger Notice (or, if later, the date on which the Court determines, after a hearing thereon, that an Event of Default has occurred), to the extent allowed at any time, whether by interim order, procedural order, final order or otherwise (the amount set forth in this clause (iv) being the "***Post-Carve-Out Trigger Notice Cap***" and, together with the Pre-Carve-Out Trigger Notice Cap and the amounts set forth in clauses (i) through (ii), the "***Carve-Out Cap***"); provided, that nothing herein shall be construed to impair the ability of any party in interest to object to the fees, expenses, reimbursement or compensation described in this paragraph 30(b) on any grounds.

(c) Funding of Carve-Out Accounts. Within five (5) business days of the initial funding of the DIP Loans, the Debtors shall fund into an account not subject to the control of the DIP Agent, the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, the Prepetition Royalty Collateral Agent, or any of the DIP Lenders or Prepetition Secured Parties (the "***Debtor Carve-Out Account***") an amount equal to the total budgeted Debtor Professionals' fees for the first two (2) weeks of such fees set forth in the Budget and, thereafter, the Debtors are

authorized and directed to transfer into the Debtor Carve-Out Account on a weekly basis cash in an amount equal to the greater of (i) the amount estimated by each Debtor Professional in their reasonable discretion by each Monday for the next unfunded week upon notice to counsel for the DIP Secured Parties (email being sufficient) and to which no objection by any DIP Secured Party or counsel thereto has been received by such Debtor Professional (email being sufficient) within two (2) business days and (ii) the budgeted line item for each Debtor Professional for the next unfunded week set forth in the Budget (each of (i) and (ii), excluding any restructuring, sale, success or other transaction fee of any investment bankers or financial advisors); for the avoidance of doubt, to the extent an objection is received from a DIP Secured Party or counsel thereto to a Debtor Professional estimate, then the Debtor Carve-Out Account shall be funded by the amount set forth in this paragraph 30(c)(ii). Within five (5) business days of entry of this Interim Order, the Debtors shall fund into an account (x) not subject to the control of the DIP Agent, the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, the Prepetition Royalty Collateral Agent, or any of the DIP Lenders or Prepetition Secured Parties and (y) separate from the Debtor Carve-Out Account (the "***Committee Carve-Out Account***" and together with the Debtor Carve-Out Account, the "***Carve-Out Accounts***") an amount equal to the total budgeted Committee Professionals' fees for the first two (2) weeks of such fees set forth in the Budget and, thereafter, the Debtors are authorized and directed to transfer into the Committee Carve-Out Account on a weekly basis cash in an amount equal to the greater of (1) the amount estimated by each Committee Professional in their reasonable discretion by each Monday for the next unfunded week upon notice to counsel for the DIP Secured Parties (email being sufficient) and to which no objection by any DIP Secured Party or counsel thereto has been received by such Committee Professional (email being sufficient) within two (2) business days and (2) the budgeted line item

for each Committee Professional for the next unfunded week set forth in the Budget (each of (1) and (2), excluding any restructuring, sale, success or other transaction fee of any investment bankers or financial advisors); for the avoidance of doubt, to the extent an objection is received from a DIP Secured Party or counsel thereto to a Committee Professional estimate, then the Committee Carve-Out Account shall be funded by the amount set forth in paragraph 30(c)(2). To the extent an objection by any DIP Secured Party or counsel thereto is received pursuant to this paragraph 30(c), the Debtors, the Committee and/or any party in interest shall be entitled to seek an emergency hearing (with the DIP Secured Parties pursuant to the terms of this Interim Order automatically consenting to such emergency hearing) with the Court for the purpose of determining the incremental funding (if any) for the applicable Carve-Out Account. Thereafter, the Debtors shall use such funds held in each Carve-Out Account solely to pay the applicable Estate Professionals' fees as they become allowed and payable pursuant to interim or final orders of the Court; provided, that the Debtors' obligations to pay the Allowed Professional Fees of the Estate Professionals shall not be limited or deemed limited to funds held in the Carve-Out Accounts. The Carve-Out Accounts shall not be subject to the control of the DIP Lenders, DIP Agent, or Prepetition Secured Parties, and the funds transferred to the Carve-Out Accounts shall not be subject to the DIP Liens, constitute DIP Collateral, or be available to pay the DIP Superpriority Claims, until all amounts set forth in this paragraph 30 are paid in full. The Carve-Out Accounts shall be held in trust exclusively for the benefit of the applicable Estate Professionals (and, solely as to the amounts set forth in paragraphs 30(b)(i) and 30(b)(ii), the U.S. Trustee, the Clerk of the Court, and any chapter 7 trustee, as applicable).

(d) Immediately upon the delivery of a Carve-Out Trigger Notice (as defined below), and prior to the payment of any DIP Obligations, the Debtors shall be required to

deposit into each applicable Carve-Out Account cash held by the Debtors (which deposit shall be deemed approved under the DIP Documents) in an amount equal to the difference between the Carve-Out Cap for each of the Debtor and Committee Professionals, respectively (plus, for the deposit into the Debtor Carve-Out Account, the amounts set forth in paragraphs 30(b)(i) and 30(b)(ii) above), and the balance held in the applicable Carve-Out Account as of the Carve-Out Trigger Notice Date (as defined below). Notwithstanding anything to the contrary herein or in the DIP Documents, following delivery of a Carve-Out Trigger Notice, neither the DIP Agent nor the Prepetition Secured Parties shall 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 Accounts have been fully funded as permitted above in an amount equal to all obligations benefitting from the Carve-Out. The amounts in the Carve-Out Accounts shall be available only to satisfy Allowed Professional Fees and other amounts included in the Carve-Out until such amounts are paid in full. The amount in the Carve-Out Accounts shall be reduced on a dollar-for-dollar basis in the aggregate for Allowed Professional Fees that are paid after the delivery of the Carve-Out Trigger Notice, and the Carve-Out Accounts shall not be replenished for such amounts so paid. The failure of the Carve-Out Accounts to satisfy in full the amount set forth in the Carve-Out shall not affect the priority of the Carve-Out. For the avoidance of doubt, (i) so long as a Carve-Out Trigger Notice has not been delivered in accordance with this Interim Order, the Debtors shall be permitted to pay Allowed Professional Fees as the same may become due and payable, including on an interim basis, consistent with and in accordance with any applicable orders of the Court, and any payment or reimbursement made prior to the Carve-Out Trigger Notice Date in respect of any Allowed Professional Fees shall not reduce the Carve-Out; (ii) the incurrence or payment of any Carve-Out shall not be restricted by the Budget; (iii) disbursements by the Debtors from the Carve-Out

Accounts shall not constitute loans or indebtedness under the DIP Documents or the Prepetition Secured Documents or otherwise increase or reduce the DIP Obligations or the Prepetition Secured Obligations; and (iv) in no way shall the Carve-Out, the Carve-Out Accounts, any Budget, or anything contained herein be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by or any other administrative expense claims that the Estate Professionals may assert against the Debtors or that may be allowed by the Court at any time (whether by interim order, final order, or otherwise).

(e) For purposes of the foregoing, "***Carve-Out Trigger Notice***" shall mean a written notice delivered by email by the DIP Agent (acting at the direction of the Required DIP Lenders) (or, after the applicable DIP Obligations have been indefeasibly paid in full and the New Money DIP Commitments terminated, the Prepetition First Lien Agent, and after a First Lien Repayment, the Prepetition Notes Collateral Trustee) to the Debtors, their restructuring counsel, the U.S. Trustee, and counsel to the Committee (if any), which notice may only be delivered following the occurrence and during the continuation of an Event of Default, stating that the Post-Carve-Out Trigger Notice Cap has been invoked. If the Court determines, after a hearing thereon, that no Event of Default has occurred, the applicable Carve-Out Trigger Notice shall be of no force or effect.

(f) On the day on which a Carve-Out Trigger Notice is received by the Debtors (the "***Carve-Out Trigger Notice Date***"), the Carve-Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter (including Cash Collateral and proceeds of the DIP Loans) to fund the Carve-Out Accounts, as applicable, in cash in an amount equal to (but not to exceed) the Carve-Out Cap, and immediately following receipt of a Carve-Out Trigger Notice, and prior to the payment of any DIP Obligations,

the Debtors shall be required to deposit to the applicable Carve-Out Accounts an amount equal to the applicable Carve-Out Cap (which shall be determined, in the case of the Pre-Carve-Out Trigger Notice Cap by the applicable Estate Professionals in good faith in their reasonable discretion based on the amount of then-unpaid Allowed Professional Fees, and may include a reasonable estimate of the applicable Estate Professionals' then-incurred fees and expenses not yet allowed) less any amount then held in the applicable Carve-Out Account as of the Carve-Out Trigger Notice Date pursuant to this paragraph 30. For the avoidance of doubt, to the extent that professional fees and expenses of the Estate Professionals have been incurred by the Debtors or the Committee at any time before or on the first business day after delivery by the DIP Agent (acting at the direction of the Required DIP Lenders) of a Carve-Out Trigger Notice (or, if later, the date on which the Court determines, after a hearing thereon, that an Event of Default has occurred) but have not yet been allowed by the Court, such professional fees and expenses of the Estate Professionals shall constitute Allowed Professional Fees benefiting from the Carve-Out upon their allowance by the Court, whether by interim or final compensation order and whether before or after delivery of the Carve-Out Trigger Notice, and the applicable Carve-Out Account shall include such professional fees and expenses.

(g) The DIP Agent, the DIP Lenders and the Prepetition Secured Parties shall not be responsible for the direct payment or reimbursement of any fees or expenses of any Estate Professionals incurred in connection with the Chapter 11 Cases or any Successor Case under any chapter of the Bankruptcy Code, regardless of whether payment of such fees or disbursements has been allowed by the Court. Nothing in this Interim Order or otherwise shall be construed to obligate any of the DIP Agent, the DIP Lenders or the Prepetition Secured Parties in any way to

pay compensation to or reimburse expenses of any Estate Professional, or to guarantee that the Debtors have sufficient funds to pay such compensation or expense reimbursement.

(h) All funds in the Carve-Out Accounts shall be used first to pay all applicable obligations benefitting from the Pre-Carve-Out Trigger Notice Cap, until paid in full, and then the applicable obligations benefitting from the Post-Carve-Out Trigger Notice Cap. If either Carve-Out Account is not funded in full in the amount required by this paragraph 30, then any funds remaining in the other Carve-Out Account after payment in full of all obligations benefitting from such other Carve-Out Account shall be used to fund such shortfall prior to any distribution to the DIP Agent. If, after paying all amounts set forth in the definition of Carve-Out, the Carve-Out Accounts have not been reduced to zero, all remaining funds in the Carve-Out Accounts shall be distributed first, to the DIP Agent on account of the DIP Obligations until indefeasibly paid in full in cash, and second to the Prepetition First Lien Agent on account of the Prepetition First Lien Obligations, third in accordance with the Intercreditor Agreements, and fourth to the Debtors.

31. Limitations on Use of DIP Proceeds, Cash Collateral, and Carve-Out. No portion of the Carve-Out, the proceeds of any DIP Loans, the DIP Collateral, the Prepetition Collateral, or any Cash Collateral may be used to (or to support any other party to) litigate, object to, contest, or challenge in any manner or raise any defenses to the debt, collateral position, liens, or claims of any of the DIP Secured Parties or the Prepetition Secured Parties, whether by challenging the validity, extent, amount, perfection, priority, or enforceability of the indebtedness under the DIP Documents or the Prepetition Secured Documents, or the validity, extent, perfection, priority, or enforceability of any mortgage, security interest, or lien with respect thereto or any other rights or interests or replacement liens with respect thereto or any other rights or interests of

any of the DIP Secured Parties or the Prepetition Secured Parties, or by seeking to subordinate (other than to the Carve-Out) or recharacterize the DIP Facility, the Prepetition First Lien Facility, the Prepetition 2028 Notes, the Prepetition 2029 Notes, or the Prepetition Royalty Facility (or any amounts outstanding thereunder), or to disallow or avoid any claim, mortgage, security interest, lien, or replacement lien, or by challenging the enforceability of the Intercreditor Agreements, or by asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against any of the DIP Secured Parties or the Prepetition Secured Parties, or any of their respective affiliates, officers, directors, agents, attorneys, advisors, professionals, or employees, in each case in their respective capacities as such; provided, however, that the Carve-Out and such collateral proceeds and loans under the DIP Documents may be used for allowed fees and expenses, in an amount not to exceed $50,000 in the aggregate (the "***Investigation Budget Amount***"), incurred solely by a Committee (if appointed), solely to investigate (but not to litigate, contest, initiate, assert, join, commence, support, or prosecute any Challenge) the Debtors' Stipulations, including by way of formal or informal discovery, the validity, enforceability, perfection, priority, or extent of the Prepetition Liens and the Prepetition Secured Obligations and any claims or causes of action against the Prepetition Secured Parties that would be the subject of a Challenge (the "***Investigation***") before the Challenge Deadline (as defined below). In addition, none of the Carve-Out, proceeds of DIP Loans, the DIP Collateral, the Prepetition Collateral, or any Cash Collateral shall be used in connection with (i) preventing, hindering, or delaying any of the DIP Secured Parties' or the Prepetition Secured Parties' enforcement or realization upon the DIP Collateral or the exercise of rights by the DIP Agent or any Prepetition Secured Party (in each case, subject to paragraph 29) once an Event of Default has occurred and is continuing, (ii) using or seeking to use Cash Collateral or selling, licensing, or

otherwise disposing of the DIP Collateral other than as provided herein, (iii) using or seeking to use any insurance proceeds related to the DIP Collateral without the consent of the DIP Agent (at the direction of the Required DIP Lenders) or the Prepetition First Lien Agent, as applicable, (iv) incurring Indebtedness (as defined in the DIP Term Sheet) other than in accordance with the Budget or as permitted in the DIP Documents, (v) except as provided in the Budget, paying any amount on account of any claims arising before the Petition Date, (vi) requesting authorization, or supporting any request for authorization, to obtain postpetition financing or other financial accommodations pursuant to section 364 of the Bankruptcy Code or otherwise, other than (x) financing from the DIP Lenders or (y) financing the proceeds of which are sufficient to, and are immediately applied to, indefeasibly pay the DIP Obligations and the Prepetition First Lien Obligations, and, following entry of the Final Order, the Prepetition Notes Obligations in full in cash, (vii) seeking to surcharge the DIP Collateral or the Prepetition Collateral under section 506(c) of the Bankruptcy Code, to invoke the "equities of the case" exception under section 552(b) of the Bankruptcy Code, or to invoke the doctrine of marshaling, or (viii) objecting to, contesting, or seeking any order limiting the right of any DIP Secured Party or Prepetition Secured Party to credit bid the full amount of its claims; provided, that the foregoing limitations shall not prevent the Debtors and their professionals from being heard on whether an Event of Default has occurred and is continuing.

32. Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Interim Order. Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Interim Order are hereafter modified, amended, or vacated by a subsequent order of this Court or any other court of competent jurisdiction, the DIP

Secured Parties and the Prepetition Secured Parties are entitled to the protections provided in section 364(e) of the Bankruptcy Code. Any such modification, amendment, or vacatur shall not affect the validity and enforceability of any advances previously made or made hereunder, or any lien, claim, or priority authorized or created hereby, unless such authorization and the incurring of such debt, or the granting of such priority or lien, is stayed pending appeal.

33. Payment of Fees and Expenses. The Debtors shall pay all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of the DIP Agent and the other DIP Secured Parties in connection with the DIP Facility, as provided in the DIP Documents. At any time that professionals of the DIP Agent and the other DIP Secured Parties, including, without limitation, Nixon Peabody LLP, as counsel to the DIP Agent, the Ad Hoc Group Advisors, and any local counsel for the DIP Agent and the other DIP Secured Parties (such professionals, together with the professionals of the Prepetition Secured Parties entitled to payment under paragraphs 13, 14, and 15 hereof, the "***Secured Party Advisors***"), seek payment of fees and expenses from the Debtors, each professional shall provide summary copies of its fee and expense statements or invoices (which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work-product doctrine) by electronic mail to the U.S. Trustee and counsel to the Committee (if appointed) contemporaneously with the delivery of such fee and expense statements to the Debtors. The Debtors, any Committee, or the U.S. Trustee may dispute the payment of any portion of such invoiced fees and expenses (the "***Disputed Invoiced Fees***") if any Debtor, any Committee, or the U.S. Trustee notifies the submitting party

in writing, within ten (10) days of the receipt of such fee and expense statement or invoice, 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). The Debtors shall promptly pay in full all such invoiced fees and expenses other than the Disputed Invoiced Fees. Notwithstanding the foregoing, the Debtors shall pay on the Closing Date all reasonable and documented fees, costs, and out-of-pocket expenses of the DIP Agent and the other DIP Secured Parties incurred on or prior to such date without the need for any professional engaged by the DIP Agent or by the other DIP Secured Parties to first deliver a copy of its invoice as provided for herein (other than to the Debtors); provided, that such fees and expenses shall remain subject to review by the U.S. Trustee and the Committee (if appointed) in accordance with the procedures set forth in paragraph 33. No attorney or advisor to the DIP Agent, the other DIP Secured Parties or any Prepetition Secured Party shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court. Fees payable to the DIP Agent under its fee letter shall be paid when due in accordance therewith and shall not be subject to the review procedures set forth in this paragraph 33. Any and all fees, costs, and expenses paid prior to the Petition Date by any of the Debtors (i) to the DIP Agent or the other DIP Secured Parties in connection with the DIP Facility and (ii) subject to any Challenge, to the Prepetition Secured Parties in connection with the Chapter 11 Cases, are hereby approved in full.

34. Recharacterization. In the event that it is determined by a final, non-appealable order of a court of competent jurisdiction entered in connection with a timely and properly commenced Challenge that any of the Prepetition Secured Parties were not entitled to the payment of some or all of the fees, costs, and expenses received under paragraph 13(c),

paragraph 14(c), or paragraph 15(c) of this Interim Order as adequate protection for the Diminution in Value of their interests in the Prepetition Collateral, and such Prepetition Secured Parties are determined to have been undersecured as of the Petition Date, then such payments shall be applied to the principal balance of such Prepetition Secured Parties' claims, or the Court may fashion such other relief as is appropriate pursuant to such final order; provided, that in no event shall any Prepetition Secured Party be required to disgorge, repay, or return any amount previously received pursuant to this Interim Order; provided, further, that this paragraph 34 shall not apply to fees, expenses, and indemnities paid to the Prepetition First Lien Agent, the Prepetition 2028 Notes Trustee, the Prepetition 2029 Notes Trustee, or the Prepetition Notes Collateral Trustee (or their counsel) in their respective capacities as such.

35. Proofs of Claim. The DIP Secured Parties and the Prepetition Secured Parties will not be required to file proofs of claim in any of the Chapter 11 Cases or Successor Cases for any claim allowed herein. However, in order to facilitate the processing of claims, to ease the burden upon the Court and to reduce any unnecessary expense to the Debtors' estates, each of the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, the Prepetition 2028 Notes Trustee, the Prepetition 2029 Notes Trustee, the Prepetition Royalty Collateral Agent, and the Investor Representative is authorized, in its sole discretion, to file in the Debtors' lead chapter 11 case a master proof of claim on behalf of the Prepetition Secured Parties it represents on account of any and all of their respective claims arising under the applicable Prepetition Secured Documents and hereunder (as applicable) (each, a "***Master Proof of Claim***") against each of the Debtors. Upon the filing of any such Master Proof of Claim, the applicable agent or trustee shall be deemed to have filed a proof of claim in the amount set forth therein in respect of its claims of any type or nature whatsoever with respect to the applicable Prepetition Secured Documents, and

the claim of each applicable Prepetition Secured Party (and each of its successors and assigns) named in a Master Proof of Claim shall be treated as if such entity had filed a separate proof of claim in each of the Chapter 11 Cases. The Master Proofs of Claim shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the applicable Prepetition Secured Parties. Any proof of claim filed by any such agent or trustee shall be deemed to be in addition to and not in lieu of any other proof of claim that may be filed by any of the Prepetition Secured Parties. Any order entered by the Court in relation to the establishment of a bar date for any claim (including, without limitation, administrative claims) in any of the Chapter 11 Cases or any Successor Cases shall not apply to (i) the DIP Secured Parties, (ii) the Prepetition First Lien Secured Parties with respect to the Prepetition First Lien Obligations, (iii) the Prepetition 2028 Secured Parties with respect to the Prepetition 2028 Notes Obligations, (iv) the Prepetition 2029 Secured Parties with respect to the Prepetition 2029 Notes Obligations, or (v) the Prepetition Royalty Secured Parties with respect to the Prepetition Royalty Obligations.

36. Effect of Stipulations on Third Parties.

(a) *Generally*. The Debtors' Stipulations shall be binding on the Debtors, any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected after the Challenge Deadline (as defined below) for any of the Debtors or any other estate representative appointed in the Chapter 11 Cases or any Successor Cases) in all circumstances and for all purposes immediately upon entry of this Interim Order, and as to the Debtors any and all Challenges are hereby irrevocably waived and relinquished as of the Petition Date. The Debtors' Stipulations shall also be binding on all creditors and other parties in interest and all of their respective successors and assigns, including, without limitation, a Committee (if

appointed) and any other person or entity acting or seeking to act on behalf of the Debtors' estates in all circumstances and for all purposes, unless (i) the Committee or a party in interest (in each case, to the extent requisite standing is obtained pursuant to an order of this Court entered prior to the Challenge Deadline) has timely commenced an appropriate proceeding or contested matter required under the Bankruptcy Code, Bankruptcy Rules and Local Rules, including, without limitation, as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth in this paragraph 36) by the Challenge Deadline challenging any of the Debtors' Stipulations with respect to the Prepetition Secured Obligations, the Prepetition Liens, or the Prepetition Secured Documents (including the releases set forth in paragraph F(xviii) hereof, and any claims, counterclaims, or causes of action against any of the Prepetition Secured Parties arising out of or relating to the Prepetition Secured Documents, the Prepetition Secured Obligations, the Prepetition Liens, or the Prepetition Collateral) (each such proceeding or contested matter, a "***Challenge***") and (ii) there is entered a final non-appealable order in favor of the plaintiff in any such timely filed Challenge; provided, that any pleadings filed in any Challenge, and any motion seeking standing to assert a Challenge, shall attach a proposed complaint and shall set forth with specificity the basis for each such Challenge (and any Challenges not so specified prior to the Challenge Deadline shall be deemed forever waived, released, and barred). The Court may fashion any appropriate remedy following a successful Challenge.

(b) If any such Challenge is timely and properly filed prior to the Challenge Deadline, the Debtors' Stipulations shall nonetheless remain binding and preclusive (as provided in paragraph 36(a) hereof) on the Committee (if appointed) and on any other person or entity, the Debtors and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors in the Chapter 11 Cases or any

Successor Cases), except to the extent that such Debtors' Stipulations were expressly and successfully challenged by such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. If any such Challenge is timely and properly filed prior to the Challenge Deadline and remains pending and the Chapter 11 Cases are converted to chapter 7, the chapter 7 trustee may continue to prosecute such Challenge on behalf of the Debtors' estates; provided, that if the Challenge Deadline has elapsed and no timely and properly filed Challenge has been commenced either before or after conversion of the Chapter 11 Cases to chapter 7 cases, or any Challenge has been resolved prior to the conversion of the Chapter 11 Cases to chapter 7 cases, the chapter 7 trustee shall be bound by the Debtors' Stipulations or such resolution, as applicable.

(c) The "***Challenge Deadline***" shall mean the earliest to occur of (1) the date of confirmation of a plan of reorganization, (2) the deadline established by the Court for objections to any proposed sale of all or substantially all of the Debtors' assets, and (3) (i) as to the Committee, 60 days from the date of the formation of the Committee (if appointed) and (ii) as to any other party in interest, 75 days following the entry of this Interim Order, as such deadline may be extended (x) in writing prior to the expiration of the Challenge Deadline (which writing may be in the form of email by counsel) from time to time in the sole discretion of (I) the Prepetition First Lien Agent (at the direction of the requisite Prepetition First Lien Lenders) (with respect to the Prepetition 1L Liens and the Prepetition First Lien Obligations or the adequate protection afforded to the Prepetition First Lien Secured Parties), (II) the Prepetition Notes Collateral Trustee (at the direction of the requisite Prepetition Noteholders) (with respect to the Prepetition 2L Notes Liens, the Prepetition 2028 Notes Obligations and the Prepetition 2029 Notes Obligations or the adequate protection afforded to the Prepetition 2028 Secured Parties and the Prepetition 2029 Secured Parties) or (III) the Prepetition Royalty Collateral Agent (with respect to

the Prepetition 2L Royalty Liens and the Prepetition Royalty Obligations or the adequate protection afforded to the Prepetition Royalty Secured Parties), or (y) by this Court for good cause shown pursuant to an application filed and served by a party in interest prior to the expiration of the Challenge Deadline, and any extension pursuant to clause (y) shall apply solely to such party in interest and solely to the particular Challenge specified in such application; provided, that in no event shall the Challenge Deadline be extended beyond, nor shall any hearing on any Challenge take place after, the first day of any hearing held to consider approval of a sale of all or substantially all of the Debtors' assets, absent the prior written consent of the applicable Prepetition Secured Parties. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including the Committee (if appointed) or any non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Debtors' Stipulations, and all rights to object to such standing are expressly reserved. The failure of the Committee or any other party in interest to obtain an order of this Court granting standing to assert a Challenge prior to the Challenge Deadline shall not constitute a defense to the failure to commence a Challenge prior to the Challenge Deadline and shall not require or permit any extension of the Challenge Deadline. Notwithstanding anything to the contrary in this Interim Order, (i) the filing of a motion by the Committee seeking standing to assert a Challenge before the Challenge Deadline that attaches a proposed complaint setting forth each such Challenge with specificity shall extend the Challenge Deadline solely with respect to the Committee and solely with respect to the Challenges set forth in such proposed complaint until two (2) business days after the Court rules on the standing motion, or such other time period ordered by the Court in approving the standing motion, and (ii) if, prior to the Challenge Deadline, (x) the Chapter 11

Cases convert to chapter 7, or (y) a chapter 11 trustee is appointed, then, in each such case, the Challenge Deadline shall be extended, solely with respect to such trustee, until the later of the Challenge Deadline and ten (10) calendar days after such trustee's appointment.

(d) *Binding Effect*. To the extent no Challenge is timely and properly commenced by the Challenge Deadline, or to the extent such Challenge does not result in a final and non-appealable judgment or order that is inconsistent with any of the Debtors' Stipulations, then, without further notice, motion, or application to, order of, or hearing before, this Court and without the need or requirement to file any proof of claim, the Debtors' Stipulations shall, pursuant to this Interim Order, become irrevocably binding on any person, entity, or party in interest in the Chapter 11 Cases, as well as their successors and assigns, and in any Successor Case for all purposes and shall not be subject to further challenge or objection. Notwithstanding anything to the contrary herein, if any Challenge is properly and timely commenced by a party in interest, the Debtors' Stipulations shall nonetheless remain binding on all other parties in interest. To the extent any Challenge is timely and properly commenced and is unsuccessful, the applicable Prepetition Secured Parties shall be entitled to, as adequate protection, payment of the related costs and expenses, including, but not limited to, reasonable and documented attorneys' fees, incurred in defending themselves against any unsuccessful Challenge, subject, as applicable, to the Restructuring Support Agreement and any limitations imposed on such costs and expenses.

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

38. Section 506(c) Claims. Subject to entry of the Final Order, except to the extent of the Carve-Out, no costs or expenses of administration that have been or may be incurred

in the Chapter 11 Cases at any time shall be charged against the DIP Secured Parties, the Prepetition Secured Parties, the DIP Collateral, or the Prepetition Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the DIP Agent, the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, or the Prepetition Royalty Collateral Agent, as applicable, and no such consent shall be implied from any action, inaction, or acquiescence by any party.

39. No Marshaling or Application of Proceeds. Subject to and upon entry of the Final Order, and subject to the priorities set forth in this Interim Order, the DIP Documents, the Prepetition Secured Documents, and the Intercreditor Agreements, in no event shall the DIP Agent, the DIP Secured Parties, the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, the Prepetition Royalty Collateral Agent, or the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or the Prepetition Collateral, respectively, and the DIP Obligations, at the option of the Required DIP Lenders, to be exercised in their sole and absolute discretion, shall be repaid (a) first, from the DIP Collateral comprising Unencumbered Collateral and (b) second, from all other DIP Collateral; provided that the foregoing shall be without prejudice to the terms of the Final Order with respect to the period from and after entry of the Final Order.

40. Section 552(b). Subject to entry of the Final Order, the Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception thereunder shall not apply to any of them.

41. DIP Released Parties. Effective as of the date of entry of this Interim Order, the Debtors hereby absolutely and unconditionally release and forever discharge and acquit the DIP Agent and the other DIP Secured Parties and each of their respective successors, assigns,

affiliates, parents, subsidiaries, partners, controlling persons, representatives, agents, attorneys, advisors, financial advisors, consultants, professionals, officers, directors, members, managers, shareholders, and employees, past, present, and future, and their respective heirs, predecessors, successors and assigns, each in such capacity (collectively, the "***DIP Released Parties***") from any and all obligations and liabilities to the Debtors (and their successors and assigns) 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 (in each case, arising on or prior to the date of this Interim Order), 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, in each case, arising in connection with or relating to the New Money DIP Loans, the DIP Liens securing the New Money DIP Loans, or any of the DIP Documents with respect to the New Money DIP Loans; provided, that nothing herein shall relieve the DIP Released Parties from fulfilling their obligations under the DIP Documents and/or this Interim Order; provided, further, that solely with respect to the DIP Agent in its capacity as such, the foregoing release shall extend to all claims arising in connection with or relating to the DIP Facility, the DIP Liens, and the DIP Documents, and such release shall not be subject to paragraph 36.

42. Indemnification. The DIP Secured Parties and the Prepetition Secured Parties have acted in good faith, and without negligence or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining the requisite approvals of the DIP Facility and the use

of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens, any challenges or objections to the DIP Facility or the use of Cash Collateral, and all documents related to any and all transactions contemplated by the foregoing. Accordingly, to the extent provided in the DIP Documents and the Prepetition Secured Documents, as applicable, the DIP Secured Parties and the Prepetition Secured Parties shall be and hereby are indemnified and held harmless by the Debtors in respect of any claim or liability incurred in respect thereof or in any way related thereto. No exception or defense exists in contract, law, or equity to the Debtors' obligation to indemnify and/or hold harmless the DIP Secured Parties and the Prepetition Secured Parties, as applicable, as set forth in the DIP Documents or the Prepetition Secured Documents.

43. Limits on Lender Liability. Subject to entry of the Final Order, nothing in this Interim Order, any of the DIP Documents, any of the Prepetition First Lien Documents, the Prepetition 2028 Notes Documents, the Prepetition 2029 Notes Documents, the Prepetition Royalty Documents, the Intercreditor Agreements, or any other documents related thereto, shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties or the Prepetition Secured Parties of any liability for any claims arising from any activities by the Debtors in the operation of their businesses or in connection with the administration of these Chapter 11 Cases or any Successor Cases. None of the DIP Secured Parties or the Prepetition Secured Parties shall, solely by reason of having made loans or other financial accommodations under the DIP Facility or authorizing the use of Cash Collateral, be deemed in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability

Act, 42 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal or state statute), and none of them shall be deemed to be a manufacturer, distributor, marketing authorization holder, sponsor or seller of, or otherwise responsible for, any product of the Debtors under the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 301 *et seq.*, as amended, or any similar federal or state statute. Nothing in this Interim Order or the DIP Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties or the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors.

44. Insurance Proceeds and Policies. Upon entry of this Interim Order and to the fullest extent provided by applicable law, the DIP Agent (on behalf of the DIP Secured Parties) and the Prepetition First Lien Agent (on behalf of the Prepetition First Lien Secured Parties) shall be, and shall be deemed to be, without any further action or notice, named as an additional insured and as loss payee on each insurance policy maintained by the Debtors that in any way relates to the DIP Collateral.

45. Joint and Several Liability. Nothing in this Interim Order shall be construed to constitute a substantive consolidation of any of the Debtors' estates, it being understood, however, that the Debtors shall be jointly and severally liable for the obligations hereunder and all DIP Obligations in accordance with the terms hereof and of the DIP Documents.

46. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the DIP Secured Parties' and the Prepetition Secured Parties' rights to seek any other or supplemental relief; (b) any of the rights of any of the DIP Secured Parties or the Prepetition Secured Parties under the Bankruptcy Code or applicable non-bankruptcy law,

including, without limitation, the right to (i) request modification of the automatic stay imposed by section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Chapter 11 Cases or Successor Cases, conversion of any of the Chapter 11 Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers, or (iii) 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, in each case subject to the Intercreditor Agreements. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the Debtors', a Committee's (if appointed), or any party in interest's right to oppose any of the relief requested in accordance with the immediately preceding sentence except as expressly set forth in this Interim Order. Entry of this Interim Order is without prejudice to any and all rights of any party in interest with respect to the terms and approval of the Final Order and any other position which any party in interest deems appropriate to raise in these Chapter 11 Cases or any Successor Cases.

47. No Waiver by Failure to Seek Relief. The failure of the DIP Secured Parties or the Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under this Interim Order, the DIP Documents, the Prepetition First Lien Documents, the Prepetition 2028 Notes Documents, the Prepetition 2029 Notes Documents, the Prepetition Royalty Documents, the Intercreditor Agreements, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the DIP Secured Parties or the Prepetition Secured Parties.

48. Binding Effect of Interim Order. Immediately upon entry on the docket of this Court, the terms and provisions of this Interim Order shall become binding upon the Debtors,

the DIP Secured Parties, the Prepetition Secured Parties, all other creditors of any of the Debtors, any Committee, and all other parties in interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in any of the Chapter 11 Cases, any Successor Cases, or upon dismissal of any Chapter 11 Case or Successor Case.

49. No Modification of Interim Order. Until and unless the DIP Obligations and the Prepetition First Lien Obligations (other than contingent obligations with respect to then unasserted claims) have been indefeasibly paid in full in cash (such payment being without prejudice to any terms or provisions contained in the DIP Documents which survive such discharge by their terms), and all commitments to extend credit under the DIP Facility have been terminated, the Debtors shall be prohibited from seeking or consenting to, directly or indirectly, any modification, stay, vacatur, or amendment to this Interim Order without the prior written consent of the DIP Agent (at the direction of the Required DIP Lenders) and the Prepetition First Lien Agent, and no such consent shall be implied by any action or inaction of the DIP Agent or the Prepetition First Lien Agent.

50. Interim Order Controls. In the event of any inconsistency between the terms and conditions of the DIP Documents and this Interim Order, the provisions of this Interim Order shall control.

51. Discharge; No Plan or Sale Without Payment in Full. Subject to the terms of the Restructuring Support Agreement to the extent it remains in effect, the DIP Obligations and the obligations of the Debtors with respect to the adequate protection provided herein shall not be discharged by the entry of an order confirming any plan of reorganization in any of the Chapter 11 Cases, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless such obligations have been indefeasibly paid in full in cash (other than contingent indemnification

obligations for which no claim has been asserted) on or before the effective date of such plan of reorganization (or, solely with respect to the Notes 507(b) Claims and the Royalty 507(b) Claims, satisfied in accordance with paragraphs 14(b) and 15(b) hereof, respectively), or the DIP Agent (at the direction of the Required DIP Lenders), the other DIP Secured Parties, and the applicable Prepetition Secured Parties, as applicable, have otherwise agreed in writing. None of the Debtors shall propose, support, seek approval of, or consummate any chapter 11 plan, or any sale of all or substantially all of the Debtors' assets or equity interests, or seek entry of any order confirming such plan or approving such sale, that is not conditioned upon the indefeasible payment in full in cash of the DIP Obligations, the DIP Superpriority Claims, the First Lien Adequate Protection Obligations, and the First Lien 507(b) Claims on or prior to the earlier to occur of the effective date of such plan and the closing of such sale, in each case without the prior written consent of the DIP Agent (at the direction of the Required DIP Lenders) and the Prepetition First Lien Agent (at the direction of the requisite Prepetition First Lien Lenders); provided, that the foregoing shall not apply (x) to the extent such obligations are satisfied through a Credit Bid or (y) as may be agreed pursuant to the Restructuring Support Agreement to the extent it remains in effect. No DIP Lien shall be affected in any manner by the entry of an order confirming any plan of reorganization that does not provide for the DIP Obligations to be paid in full in cash or satisfied through a Credit Bid, except as may be agreed in writing pursuant to the Restructuring Support Agreement to the extent it remains in effect.

52. Survival. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any plan of reorganization in any of the Chapter 11 Cases; (b) converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (c) dismissing any of the Chapter 11 Cases or any

Successor Cases; or (d) pursuant to which this Court abstains from hearing any of the Chapter 11 Cases or any Successor Cases. The terms and provisions of this Interim Order shall continue in the Chapter 11 Cases, in any Successor Cases, or following dismissal of the Chapter 11 Cases or any Successor Cases notwithstanding the entry of any orders described in clauses (a)–(d) above, and all claims, liens, security interests, and other protections granted to the DIP Secured Parties and the Prepetition Secured Parties pursuant to this Interim Order and/or the DIP Documents shall maintain their validity and priority as provided by this Interim Order until: (i) in respect of the DIP Facility, all of the DIP Obligations have been indefeasibly paid in full in cash (other than contingent indemnification obligations for which no claim has been asserted); (ii) in respect of the Prepetition First Lien Facility, all of the Prepetition First Lien Obligations have been indefeasibly paid in full in cash (other than contingent indemnification obligations for which no claim has been asserted); (iii) in respect of the Prepetition 2028 Notes and the Prepetition 2029 Notes, all of the Prepetition Notes Obligations have been indefeasibly paid in full in cash (other than contingent indemnification obligations for which no claim has been asserted); and (iv) in respect of the Prepetition Royalty Facility, all of the Prepetition Royalty Obligations have been indefeasibly paid in full in cash (other than contingent indemnification obligations for which no claim has been asserted). The terms and provisions concerning the indemnification of the DIP Secured Parties and the Prepetition Secured Parties shall continue in the Chapter 11 Cases, in any Successor Cases, following dismissal of the Chapter 11 Cases or any Successor Cases, and following termination of the DIP Documents and/or the indefeasible repayment of the DIP Obligations.

53. Replacement Agent. Notwithstanding the resignation or replacement of any collateral agent, collateral trustee, administrative agent, or trustee, including the DIP Agent, the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee, and the Prepetition Royalty

Collateral Agent, the DIP Liens and the Adequate Protection Liens on the DIP Collateral shall remain continuously and properly perfected, notwithstanding the transfer of control, possession, or title of any Prepetition Collateral or DIP Collateral to a new collateral agent, collateral trustee, administrative agent, or trustee. Any successor DIP Agent appointed in accordance with the DIP Documents shall, without further order of the Court, succeed to and be entitled to all of the rights, powers, protections, immunities, and benefits of the DIP Agent under this Interim Order and the DIP Documents, and the protections afforded to any resigning or replaced DIP Agent shall survive such resignation or replacement.

54. DIP Agent. Until entry of the Final Order and execution of the DIP Credit Agreement, in acting under the DIP Term Sheet, this Interim Order, and the other DIP Documents, the DIP Agent shall be entitled to all of the rights, authority, privileges, protections, immunities, indemnities, reimbursements for expenses, limitations of liability, and benefits afforded to Wilmington Savings Fund Society, FSB, as administrative agent or collateral agent, as applicable, under the Prepetition First Lien Credit Agreement, which provisions are incorporated herein by reference, *mutatis mutandis*, and shall survive the termination of the DIP Documents and the resignation or removal of the DIP Agent; provided, that any references therein to a "Lender" or a "Credit Party" shall be deemed references to a DIP Lender and a Debtor, as applicable. In taking any action, giving any consent, delivering any notice (including any Termination Notice, DIP Termination Declaration, or Carve-Out Trigger Notice), or exercising any right or remedy under this Interim Order or the DIP Documents, the DIP Agent shall be entitled to act, or to refrain from acting, at the direction of the Required DIP Lenders, shall have no obligation to take any discretionary action absent such direction (and, where applicable, receipt of indemnity satisfactory to it), and shall have no liability to any person for any action taken or omitted at such direction or

in accordance with this Interim Order, absent its gross negligence or willful misconduct as determined by a final, non-appealable order of a court of competent jurisdiction. The DIP Agent shall have no duty to monitor the Debtors' compliance with the Budget, the Milestones, or any other covenant, or to file or record any financing statement, mortgage, or other document to create or perfect the DIP Liens. Nothing in this Interim Order shall be construed to impose any fiduciary or other implied duty on the DIP Agent.

55. Prepetition Agents and Trustees. In taking any action, giving any consent, delivering any notice (including any Carve-Out Trigger Notice), making any credit bid, maintaining or adjusting any register (including to reflect the Interim Roll-Up and any Final Roll-Up), or exercising any other right or remedy under this Interim Order, each of the Prepetition First Lien Agent, the Prepetition 2028 Notes Trustee, the Prepetition 2029 Notes Trustee, and the Prepetition Notes Collateral Trustee (each, in such capacity) shall be entitled to all of the rights, privileges, protections, immunities, and indemnities afforded to it under the applicable Prepetition Secured Documents, the Collateral Trust Agreement, and the Intercreditor Agreements, shall be entitled to act, or to refrain from acting, at the direction of the requisite Prepetition First Lien Lenders or Prepetition Noteholders, as applicable, in accordance with such documents, shall have no obligation to take any discretionary action absent such direction (and, where applicable, receipt of indemnity satisfactory to it), and shall have no liability to any person for any action taken or omitted at such direction or in accordance with this Interim Order, absent its gross negligence or willful misconduct as determined by a final, non-appealable order of a court of competent jurisdiction. None of the foregoing shall have any duty to file or record any document to perfect any Adequate Protection Lien or to monitor the Debtors' compliance with this Interim Order. Each of the foregoing may share any information received under this Interim Order with the holders it

represents to the extent permitted by the applicable Prepetition Secured Documents, subject to the limitations on sale-process materials set forth herein, and shall have no liability for any such holder's use of such information. Nothing in this Interim Order shall impair, subordinate (other than to the Carve-Out and the DIP Liens and DIP Superpriority Claims as expressly set forth herein), or otherwise affect any charging lien, priority of payment, or right to compensation, reimbursement, or indemnity of the Prepetition 2028 Notes Trustee, the Prepetition 2029 Notes Trustee, or the Prepetition Notes Collateral Trustee under the Prepetition Notes Documents or the Collateral Trust Agreement, or of the Prepetition First Lien Agent under the Prepetition First Lien Documents, each of which is expressly preserved.

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

57. Final Hearing. The Final Hearing to consider entry of the Final Order and final approval of the DIP Facility is scheduled for **November 30, 2026, at 9:00 a.m. (CT)** before the Honorable Alfredo R Perez, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of Texas, Houston Division. The Final Order shall be in form and substance acceptable to the Required DIP Lenders, including with respect to any modifications made in response to objections of any other party in interest or the Court. If no objections to the relief sought at the Final Hearing are timely filed and served in accordance with this Interim Order, no Final Hearing shall be required and the Court may enter the Final Order without further notice or hearing. On or before November 5, 2026, the Debtors shall serve, by email or United States mail, first-class postage prepaid, notice of the entry of this Interim Order and of the Final Hearing (the "***Final Hearing Notice***"), together with copies of this Interim Order and the Motion, on: (a) the parties having been given notice of the Interim Hearing; (b) any party which has filed prior to such date a

request for notices with this Court; (c) counsel for a Committee (if appointed); (d) the Securities and Exchange Commission; and (e) the Internal Revenue Service. The Final Hearing Notice shall state that any party in interest objecting to the entry of the proposed Final Order shall file written objections with the Clerk of the Court no later than **November 23, 2026, at 4:00 p.m. (CT)**, which objections shall be served so as to be received on or before such date by: (i) proposed counsel to the Debtors, Sidley Austin LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Anthony Grossi (agrossi@sidley.com), Sidley Austin LLP, 1000 Louisiana Street, Suite 5900, Houston, Texas 77002, Attn: Maegan Quejada (mquejada@sidley.com), and Sidley Austin LLP, One South Dearborn, Chicago, Illinois 60603, Attn: Ian Ferrell (iferrell@sidley.com) and Daniela Rakowski (drakowski@sidley.com); (ii) counsel to the Ad Hoc Group, Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: David A. Hammerman, and Haynes and Boone, LLP, as Texas co-counsel, 1221 McKinney Street, Suite 4000, Houston, Texas 77010 Attn: Kelli Norfleet (kelli.norfleet@haynesboone.com), Arsalan Muhammad (arsalan.muhammad@haynesboone.com), and Imaan Patel (imaan.patel@haynesboone.com); (iii) counsel to the DIP Agent, Nixon Peabody LLP, Tower 46, 55 West 46th Street, New York, New York 10036-4120, Attn: Frank A. Oswald (foswald@nixonpeabody.com) and Elizabeth Taraila (etaraila@nixonpeabody.com); (iv) counsel to the Prepetition First Lien Agent, Nixon Peabody LLP, Tower 46, 55 West 46th Street, New York, New York 10036-4120, Attn: Frank A. Oswald (foswald@nixonpeabody.com) and Elizabeth Taraila (etaraila@nixonpeabody.com); (v) counsel to the Prepetition Notes Collateral Trustee, the Prepetition 2028 Notes Trustee, and the Prepetition 2029 Notes Trustee, Nixon Peabody LLP, Tower 46, 55 West 46th Street, New York, New York 10036-4120, Attn: Frank A. Oswald (foswald@nixonpeabody.com) and Elizabeth Taraila (etaraila@nixonpeabody.com); (vi) counsel to the Prepetition Royalty Collateral Agent and the

Investor Representative, Hogan Lovells Cadwalader US LLP, 200 Liberty Street, New York, New York 10281, Attn: Douglas S. Mintz and Thomas J. Curtin; (vii) the U.S. Trustee; and (viii) counsel to the Committee (if appointed).

58. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce the terms of, and to adjudicate any and all matters arising from or related to, the DIP Facility, the use of Cash Collateral, and/or this Interim Order.

Signed: November 03, 2026

Alfredo R Pérez
United States Bankruptcy Judge

Exhibit A

DIP Term Sheet

Proposed Execution

KARYOPHARM THERAPEUTICS INC., ET AL.

$110,000,000 SUPERPRIORITY SENIOR SECURED DEBTOR-IN-POSSESSION TERM LOAN FACILITY TERM SHEET

NOVEMBER 2, 2026

This term sheet (including all annexes and exhibits hereto, this "DIP Term Sheet") sets forth the principal terms of a superpriority senior secured debtor-in-possession term loan credit facility (the "DIP Facility"; this DIP Term Sheet, the DIP Orders (as defined herein), the DIP Credit Agreement (as defined herein) and, if and to the extent required pursuant to the row titled "Documentation; DIP Term Sheet Controls" below, the other definitive financing documentation governing the DIP Facility, each of which shall be in form and substance acceptable to the Required DIP Lenders (as defined herein) and, with respect to the provisions which directly or indirectly apply to the rights and obligations of the DIP Agent (as defined herein) (collectively, the "DIP Agent Provisions"), the DIP Agent, collectively, the "DIP Documents") to be entered into with the Debtors (as defined herein). The DIP Facility will be subject to the approval of the Bankruptcy Court (as defined herein) and consummated in cases to be commenced under chapter 11 (the "Chapter 11 Cases") of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court"), in accordance with (i) interim (a form of which is attached hereto as Exhibit A, the "Interim DIP Order") and final orders (the "Final DIP Order" and, together with the Interim DIP Order, the "DIP Orders") of the Bankruptcy Court authorizing the Debtors to enter into the DIP Facility, each of which shall be in form and substance acceptable to the Required DIP Lenders and, with respect to the DIP Agent Provisions, the DIP Agent, and (ii) the DIP Documents to be executed by the Debtors. In the event of any conflict between this DIP Term Sheet and the terms of the Interim DIP Order or the Final DIP Order, the terms of the applicable DIP Order shall govern.

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Restructuring Support Agreement dated of even date herewith (the "RSA"), the Plan (as defined in the RSA), the DIP Orders, or that certain Credit and Guaranty Agreement, dated as of May 8, 2024 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Prepetition First Lien Credit Agreement" and, together with the other Credit Documents (as defined therein), the "Prepetition First Lien Documents" and the credit facility contemplated thereunder, the "Prepetition First Lien Facility") by and among Karyopharm Therapeutics Inc. (the "Borrower"), each of the Borrower's subsidiaries that are guarantors thereunder, the lenders party thereto from time to time (the "Prepetition First Lien Lenders") and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent (in such respective capacities, the "Prepetition First Lien Agent").

This DIP Term Sheet is being provided on a confidential basis, and the Borrower and Guarantors are not authorized to disclose this DIP Term Sheet to any person other than (i) their affiliates and their directors, officers, employees, accountants, attorneys and other professional advisors retained in connection with the transactions contemplated hereby, who shall agree to maintain its confidentiality, (ii) in a filing with the Bankruptcy Court in connection with the Chapter 11 Cases, (iii) the Office of the United States Trustee, (iv) Parties to the RSA, or (v) as may be required by applicable law.

THE TERMS AND CONDITIONS SET FORTH IN THIS DIP TERM SHEET DO NOT CONSTITUTE OR CREATE AN AGREEMENT, OBLIGATION OR COMMITMENT OF ANY KIND BY OR ON BEHALF OF ANY PARTY, UNLESS AND UNTIL EXECUTED BY EACH OF THE UNDERSIGNED PARTIES HERETO.

THIS DIP TERM SHEET IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OF THE BORROWER OR A SOLICITATION OF ACCEPTANCES OF ANY CHAPTER 11 PLAN WITHIN

THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE OR ANY OTHER PLAN OF REORGANIZATION OR SIMILAR PROCESS UNDER ANY APPLICABLE LAW. ANY SUCH OFFER OR SOLICITATION SHALL COMPLY WITH ALL APPLICABLE LAWS, INCLUDING SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE, AS APPLICABLE.

THIS DIP TERM SHEET IS A SETTLEMENT PROPOSAL IN FURTHERANCE OF SETTLEMENT DISCUSSIONS AND IS ACCORDINGLY PROTECTED BY RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS.

THIS DIP TERM SHEET DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE DIP FACILITY, WHICH ARE SUBJECT IN ALL RESPECTS TO THE DIP DOCUMENTS.

Term	Description
Borrower:	Karyopharm Therapeutics Inc., as a debtor-in-possession.
Guarantors:	KPT Texas LLC, which shall be a debtor-in-possession, and any other subsidiary of the Borrower that is a debtor-in-possession under the Chapter 11 Cases (collectively the "Guarantors" and, together with the Borrower, the "Debtors"). Each of the Guarantors jointly and severally hereby irrevocably and unconditionally guarantees to the DIP Agent for the ratable benefit of the DIP Secured Parties the due and punctual payment in full in cash of all DIP Obligations when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise. Each Guarantor agrees that its obligations hereunder are irrevocable, absolute, independent and unconditional and shall not be affected by any circumstance that constitutes a legal or equitable discharge of a guarantor or surety other than the indefeasible payment in full in cash of the DIP Obligations (subject to the terms of the RSA).
DIP Agent:	Wilmington Savings Fund Society, FSB ("WSFS"), as administrative agent and collateral agent for the DIP Lenders (in such respective capacities, the "DIP Agent"). All DIP Loans and payments and administrative functions shall be handled through the DIP Agent. Until entry of the Final DIP Order and execution of the DIP Credit Agreement, in acting under this DIP Term Sheet, the DIP Agent shall be entitled to all of the rights, authority, privileges, protections, immunities, indemnities, reimbursements for expenses, limitations of liability and benefits afforded to WSFS as collateral agent or administrative agent, as applicable, under the Prepetition First Lien Credit Agreement, which provisions are incorporated herein by reference, mutatis mutandis, and shall survive the termination of its fee letter and the resignation or removal of the DIP Agent (collectively, the "Agency Provisions"); provided, that any references to a "Lender" or a "Credit Party" in the Prepetition First Lien Credit Agreement shall be deemed references to a DIP Lender and a Debtor, as applicable. Notwithstanding any other terms or provisions in the DIP Documents, any actions (including any enforcement actions or the pursuit of remedies against the Debtors and/or the DIP Collateral) required or permitted to be taken by the DIP Lenders hereunder may be taken on their behalf by the DIP Agent.
DIP Lenders:	The Prepetition First Lien Lenders and/or their respective affiliates or managed or controlled funds who elect to participate in the DIP Facility listed in Schedule 1 hereto (in such capacities, the "DIP Lenders" and, together with the DIP Agent, the "DIP Secured Parties") in the amounts set forth on Schedule 1 hereto. The obligation of any DIP Lender to fund any loan under the DIP Facility may be fulfilled on behalf of such DIP Lender by any of such DIP Lender's affiliated or related funds or financing vehicles.
Documentation; DIP Term Sheet Controls:	In connection with entry of the Final DIP Order, the Debtors, the DIP Agent, and the DIP Lenders shall execute and enter into a debtor-in-possession credit and guaranty agreement (the "DIP Credit Agreement"), which shall be (a) attached as an exhibit to the Final DIP Order, (b) consistent with this DIP Term Sheet (except as otherwise agreed by the Borrower and the Required DIP Lenders), and

Term	Description
	(c) in form and substance reasonably acceptable to the Debtors, the Required DIP Lenders, and the DIP Agent (with respect to any DIP Agent Provision). At the option of the Required DIP Lenders in their sole discretion, the Debtors shall execute other definitive financing documentation with respect to the DIP Facility, including, without limitation, guarantees and security documents, which shall be prepared by counsel to the Ad Hoc Group, in consultation with the counsel to the Debtors, based upon and giving due regard to the Prepetition First Lien Documents, in each case reasonably satisfactory in form and substance to the Required DIP Lenders, the DIP Agent (with respect to any DIP Agent Provision) and the Debtors, which shall contain the terms and conditions set forth in this DIP Term Sheet and such other terms as the Borrower, the DIP Agent (with respect to any DIP Agent Provision) and the Required DIP Lenders shall agree; provided, that such documentation (i) shall be consistent with and subject to the terms of this DIP Term Sheet unless otherwise agreed by the DIP Agent (with respect to any DIP Agent Provision) and the Required DIP Lenders and (ii) shall otherwise be on terms no less favorable to the DIP Secured Parties than the terms under this DIP Term Sheet unless otherwise agreed by the DIP Agent (with respect to any DIP Agent Provision) and the Required DIP Lenders. The provisions of such definitive documentation shall, upon execution, supersede the provisions of this DIP Term Sheet solely to the extent of any direct conflict between such documentation and this DIP Term Sheet; provided, that prior to the execution of the DIP Credit Agreement, this DIP Term Sheet and the Interim DIP Order shall govern the DIP Facility.
Required DIP Lenders:	"Required DIP Lenders" shall mean, at any time, DIP Lenders holding a majority of the aggregate outstanding New Money DIP Loans and unfunded New Money DIP Commitments at such time.
DIP Facility:	The DIP Facility shall be a superpriority senior secured term loan financing facility in an aggregate principal amount not to exceed $110,000,000, comprising (a) first-out new money term loans in an aggregate principal amount of up to $55,000,000 (the "New Money DIP Loans" and the commitments therefor, the "New Money DIP Commitments"; the New Money DIP Commitments of each DIP Lender are set forth on Schedule 1 hereto), available in the Initial Draw (as defined herein) upon entry of the Interim DIP Order and in one Delayed Draw (as defined herein) upon entry of the Final DIP Order, and (b) the Roll-Up Loans (as defined herein) (the New Money DIP Loans together with the Roll-Up Loans, the "DIP Loans"), in each case subject to the terms and conditions set forth in this DIP Term Sheet and the DIP Documents. The draw mechanics of the DIP Facility shall be on terms mutually agreed upon by the DIP Agent, the Required DIP Lenders and the Debtors, and in accordance with the DIP Budget[1] (as defined herein); provided, that (x) until entry of the Final DIP Order and execution of the DIP Credit Agreement, the draw mechanics set forth in Section 2.1(c)(i) of the Prepetition First Lien Credit Agreement shall govern any draw of the DIP Facility, mutatis mutandis (however, (i) any references to conditions precedent shall be deemed references to the Interim Funding Conditions and (ii) references to the HCR Lender and the HCR Loans shall be

[1] As used herein, all references to the "DIP Budget" mean the "DIP Budget (subject to Permitted Variances)".

Term	Description
	disregarded), and (y) the DIP Agent shall maintain a register of the DIP Loans on the same terms and conditions as provided in Section 2.6(b) of the Prepetition First Lien Credit Agreement. New Money DIP Loans made by any DIP Lender under the DIP Facility may be made directly by such DIP Lender or "fronted" by a financial institution on terms reasonably acceptable to the Debtors, the relevant DIP Lender and such fronting financial institution.
Roll-Up:	Subject to and upon entry of the Interim DIP Order, and subject to the occurrence of the Closing Date (as defined herein), $25,000,000 in aggregate principal amount of Prepetition First Lien Term Loans in respect of such Prepetition First Lien Term Loans held by those DIP Lenders that fund New Money DIP Loans (or any of their respective designated affiliates or managed or controlled funds, as determined by the applicable DIP Lender) shall be automatically deemed "rolled up" and converted into a second-out tranche of term loans under the DIP Facility (such conversion, the "Interim Roll-Up" and such converted amounts, the "Interim Roll-Up Loans"), on a cashless basis, at a ratio of $1.00 of principal amount of Prepetition First Lien Term Loans held by each DIP Lender for every $1.00 of principal amount of New Money DIP Loans funded by such DIP Lender in the Initial Draw. Subject to entry of the Final DIP Order and upon funding of the Delayed Draw, an additional $30,000,000 in aggregate principal amount of Prepetition First Lien Term Loans shall be automatically deemed "rolled up" and converted into a second-out tranche of term loans under the DIP Facility (such conversion, the "Final Roll-Up" and, together with the Interim Roll-Up, the "Roll-Up"; such converted amounts, the "Final Roll-Up Loans" and, together with the Interim Roll-Up Loans, the "Roll-Up Loans"), on a cashless basis, at a ratio of $1.00 of principal amount of Prepetition First Lien Term Loans of each DIP Lender for every $1.00 of the aggregate principal amount of New Money DIP Commitments of such DIP Lender funded by such DIP Lender in the Delayed Draw. For the avoidance of doubt, no Prepetition 2028 Notes Obligations, Prepetition 2029 Notes Obligations or Prepetition Royalty Obligations shall be included in, refinanced, converted, "rolled up" or otherwise deemed satisfied in connection with the Roll-Up. As used herein, (i) all obligations in respect of the New Money DIP Loans and the commitments therefor, together with all interest, fees, premiums, costs, expenses, indemnities and other amounts accrued or payable in respect thereof, are referred to as the "First-Out New Money DIP Obligations," (ii) all obligations in respect of the Roll-Up Loans, together with all interest, fees, premiums, costs, expenses, indemnities and other amounts accrued or payable in respect thereof, are referred to as the "Second-Out Roll-Up DIP Obligations," and (iii) the First-Out New Money DIP Obligations and the Second-Out Roll-Up DIP Obligations are referred to collectively as the "DIP Obligations." Notwithstanding anything to the contrary herein, the First-Out New Money DIP Obligations shall be senior in right of payment to the Second-Out Roll-Up DIP Obligations, and all DIP Collateral and proceeds thereof shall be applied, after funding of the Carve-Out, first, to the First-Out New Money DIP Obligations until indefeasibly paid in full in cash (subject to the terms of the RSA), and second, to the Second-Out Roll-

Term	Description
	Up DIP Obligations. No payment or distribution shall be made on account of the Second-Out Roll-Up DIP Obligations (other than interest paid in kind in accordance with this DIP Term Sheet and the DIP Documents) unless and until the First-Out New Money DIP Obligations have been indefeasibly paid in full in cash (subject to the terms of the RSA).
Treatment Under Ayrmid Transaction:	Notwithstanding anything herein to the contrary, in the event of the consummation of the Ayrmid Transaction (as defined in the RSA), each holder of an allowed claim relating to the DIP Facility (a "DIP Claim") consents to the treatment of its DIP Claim in accordance with the Ayrmid Transaction Term Sheet. Other than as set forth in the Ayrmid Transaction Term Sheet with respect to the Ayrmid Transaction, no holder of a DIP Claim shall be deemed to have waived its right to have its DIP Claim paid in full in cash in connection with any transaction (whether a Sale Transaction, chapter 11 plan, or otherwise) without the written consent of the Required DIP Lenders.
Purpose:	The proceeds of the New Money DIP Loans shall be used to, among other things: (a) pay fees, interest, premiums, costs, and expenses associated with the DIP Facility, (b) provide for the ongoing working capital, capital expenditure, and general corporate needs of the Debtors during the pendency of the Chapter 11 Cases, (c) fund the Carve-Out (as defined herein), (d) make the adequate protection payments contemplated by the DIP Orders, and (e) fund the costs of the administration of the Chapter 11 Cases (including allowed administrative costs and expenses), the sale process, and the consummation of the Restructuring Transactions, in each case, subject to the DIP Budget; provided, that none of the foregoing shall limit the payment of Allowed Professional Fees (as defined in the Interim DIP Order attached as Exhibit A hereto) that benefit from the Carve-Out, as and when such Allowed Professional Fees are allowed by the Bankruptcy Court at any time (whether by interim order, procedural order or otherwise).
Availability:	Upon the Bankruptcy Court's entry of the Interim DIP Order, New Money DIP Loans in an aggregate principal amount not to exceed $25,000,000 (the "Interim DIP Amount") shall be available to the Borrower and borrowed on the Closing Date (as defined herein) in a single draw (the "Initial Draw"), subject to compliance with the Interim Funding Conditions (as defined herein) and the other terms, conditions and covenants set forth in this DIP Term Sheet and the DIP Orders. The Interim Roll-Up Loans shall be incurred upon entry of the Interim DIP Order and shall be in addition to, and shall not be counted against, the Interim DIP Amount. Upon the Bankruptcy Court's entry of the Final DIP Order, the remaining New Money DIP Commitments (the "Delayed Draw Amount") shall be available to the Borrower in a single draw (the "Delayed Draw") of $30,000,000, subject to compliance with the Delayed Draw Conditions (as defined herein) and the other terms, conditions and covenants set forth in the DIP Documents. The Final Roll-Up Loans shall be incurred upon entry of the Final DIP Order and shall be in addition to, and shall not be counted against, the Delayed Draw Amount.
Interim Funding Conditions:	The initial borrowing of New Money DIP Loans in the Interim DIP Amount under the DIP Facility shall be subject to the satisfaction or written waiver by the Required DIP Lenders of the following conditions precedent (collectively,

Term	Description
	the "Interim Funding Conditions"; the date of satisfaction of such conditions, the "Closing Date"): i. this DIP Term Sheet shall have been executed and delivered by each Debtor, each DIP Lender and the DIP Agent, and each other DIP Document (other than the DIP Credit Agreement) shall be in form and substance consistent with this DIP Term Sheet and otherwise reasonably satisfactory to the DIP Agent and the Required DIP Lenders and shall have been executed and delivered by each Debtor party thereto; ii. the Petition Date shall have occurred, and each Debtor shall be a debtor and a debtor-in-possession; iii. all "first day orders" (other than the Interim DIP Order) entered by the Bankruptcy Court in the Chapter 11 Cases (including a cash management order) shall be satisfactory in form and substance to the Required DIP Lenders in their reasonable discretion; iv. not later than three (3) calendar days following the Petition Date (subject to the availability of the Bankruptcy Court), (1) the DIP Agent shall have received a signed copy of the Interim DIP Order entered by the Bankruptcy Court: (a) authorizing and approving the making of the DIP Loans and the granting of the superpriority claims and liens contemplated by this DIP Term Sheet and the DIP Documents; (b) authorizing the Interim Roll-Up; (c) granting the DIP Agent, for the benefit of the DIP Secured Parties, valid and perfected liens on the DIP Collateral (consistent with the priorities set forth herein) to the extent and with the priority set forth in this DIP Term Sheet, subject only to the Carve-Out and the Permitted Prior Liens[2]; and (d) otherwise containing terms and conditions consistent with Exhibit A hereto and otherwise in form and substance acceptable to the Required DIP Lenders in their sole discretion and, with respect to any DIP Agent Provision, the DIP Agent in its sole discretion; and (2) such order shall be in full force and effect and shall not have been vacated, reversed, modified, amended, or stayed in any respect; v. the Debtors shall be in compliance in all respects with the Interim DIP Order; vi. no trustee or examiner with expanded powers (having powers beyond those set forth in Bankruptcy Code sections 1106(a)(3) and (4)) shall have been appointed with respect to the Debtors, any of their subsidiaries, or their respective properties; vii. substantially concurrently with the Closing Date, subject to the Interim DIP Order, all fees and expenses, including reasonable and documented attorneys' fees, of the DIP Secured Parties relating to the Chapter 11

[2] The "Permitted Prior Liens" shall have the meaning ascribed in the DIP Orders.

Term	Description
	Cases and the DIP Facility and all other fees required to be paid to the DIP Agent and the DIP Lenders on or before the Closing Date shall have been paid (or shall be paid with the proceeds of the Initial Draw) to the extent an invoice has been delivered to the Borrower at least twenty-four (24) hours in advance of the Closing Date; viii. all governmental and third-party consents and approvals necessary in connection with the DIP Facility and the transactions contemplated thereby shall have been obtained; ix. there shall exist no Default or Event of Default (each as defined herein) under the DIP Facility immediately before, or after giving effect to, the funding of the Initial Draw; x. the representations and warranties of the Debtors set forth herein shall be true and correct in all material respects or, with respect to representations and warranties qualified by materiality, in all respects (other than any such representation and warranty that by its terms refers to a specified earlier date which shall be true and correct in all material respects or, with respect to representations and warranties qualified by materiality, in all respects, as of such earlier date) immediately before, and after giving effect to, the funding of the Initial Draw; xi. since the RSA Effective Date (as defined in the RSA), there shall not have occurred any event, change, condition, or circumstance that has had, or that could reasonably be expected to have, a Material Adverse Effect (as defined herein), other than as a result of those events leading up to and following commencement of the Chapter 11 Cases; xii. there shall exist no unstayed action, suit, investigation, litigation or proceeding pending or threatened in writing in any court or before any arbitrator or governmental instrumentality (other than the Chapter 11 Cases) that could reasonably be expected to have a Material Adverse Effect; xiii. the DIP Agent shall have received (x) a notice (email from the chief executive officer, president, vice president or chief financial officer (each, an "Authorized Officer") of the Borrower being sufficient) and (y) a duly executed letter of direction from the Borrower addressed to the DIP Agent directing the disbursement on the Closing Date of the proceeds of the DIP Loans made on such date substantially in the form of Exhibit B to the Prepetition First Lien Credit Agreement, in each case, in connection with such draw request no later than 11:00 a.m. (Prevailing Eastern Time) one (1) Business Day prior to the Closing Date (or such later time as the Required DIP Lenders and the DIP Agent may agree to); xiv. the DIP Agent and the DIP Lenders shall have received a closing certificate, in form and substance reasonably satisfactory to the DIP

Term	Description
	Agent and the Required DIP Lenders (a "Closing Certificate") duly executed by an Authorized Officer of the Borrower, appropriately completed, by which such Authorized Officer shall certify to the DIP Agent and the DIP Lenders that all of the Interim Funding Conditions have been satisfied; xv. the DIP Secured Parties shall have received, and be satisfied with, the initial DIP Budget; xvi. the Debtors shall have insurance (including, without limitation, commercial general liability and property insurance) with respect to the DIP Collateral, with financially sound and reputable insurance companies reasonably acceptable to the Required DIP Lenders, and in amounts as are generally carried in accordance with sound business practice by companies in similar businesses and circumstances as the Debtors; xvii. the DIP Lenders shall have received a certificate, in form and substance reasonably satisfactory to the Required DIP Lenders, executed by an Authorized Officer of each Debtor on behalf of each such Debtor, certifying that attached to such certificate are true, correct and complete copies of (a) (x) the certificate of incorporation, certificate of limited partnership or articles of organization, as applicable, of such applicable Debtor and (y) the by-laws, operating agreement, limited liability company agreement or limited partnership agreement, as applicable, of such applicable Debtor, in each case, then in full force and effect (including all amendments thereto) (clauses (x) and (y), collectively, the "Organizational Documents"), (b) the resolutions then in full force and effect adopted by the board of directors (or comparable governing body) of such applicable Debtor authorizing and ratifying the execution, delivery and performance by such applicable Debtor of this DIP Term Sheet and the transactions contemplated hereby, (c) a certificate of good standing or certificate of fact and certificate of account status, as applicable, dated as of a recent date, from the secretary of state (or comptroller, as applicable) of the state under whose laws such applicable Debtor was incorporated or formed, and (d) an incumbency certificate evidencing the identity, authority and capacity of each Authorized Officer thereof authorized to execute this DIP Term Sheet, the DIP Documents and any other related document to which such Debtor is a party or is to be a party and specimen signatures thereof; and xviii. the making of the DIP Loans shall not violate any requirement of law and shall not be enjoined, temporarily, preliminarily or permanently.
Delayed Draw Conditions:	Upon entry of the Final DIP Order, the availability of the Delayed Draw Amount under the DIP Facility shall be subject to the satisfaction, or written waiver by the Required DIP Lenders, of each of the following conditions precedent (collectively, the "Delayed Draw Conditions"):

Term	Description
	i. there shall exist no Default or Event of Default under the DIP Facility immediately before, or after giving effect to, the funding of the Delayed Draw; ii. the representations and warranties of the Debtors set forth under the DIP Credit Agreement shall be true and correct in all material respects or, with respect to representations and warranties qualified by materiality, in all respects (other than any such representation and warranty that by its terms refers to a specified earlier date which shall be true and correct in all material respects or, with respect to representations and warranties qualified by materiality, in all respects, as of such earlier date) immediately before, and after giving effect to, the funding of the Delayed Draw; iii. the making of the Delayed Draw shall not violate any requirement of law and shall not be enjoined, temporarily, preliminarily or permanently; iv. since the RSA Effective Date, there shall not have occurred any event, change, condition, or circumstance that has had, or that could reasonably be expected to have, a Material Adverse Effect (as defined herein), other than as a result of those events leading up to and following commencement of the Chapter 11 Cases; v. prior to or substantially concurrently with the making of the Delayed Draw, all fees and expenses, including reasonable and documented attorneys' fees of the DIP Secured Parties shall have been paid in full (or shall be paid in connection with the Delayed Draw) to the extent an invoice has been delivered to the Borrower at least twenty-four (24) hours in advance; vi. the DIP Agent shall have received a signed copy of the Final DIP Order entered by the Bankruptcy Court: (a) authorizing and approving the making of the DIP Loans and the granting of the superpriority claims and liens contemplated by this DIP Term Sheet and the DIP Documents; (b) authorizing the Final Roll-Up; (c) approving the DIP Credit Agreement in the form attached as an exhibit thereto (which shall be in form and substance acceptable to the Required DIP Lenders and, with respect to the DIP Agent Provisions, the DIP Agent); (d) granting the DIP Agent, for the benefit of the DIP Secured Parties, valid and perfected liens on the DIP Collateral (consistent with the priorities set forth herein) to the extent and with the priority set forth in this DIP Term Sheet, subject only to the Carve-Out and the Permitted Prior Liens; and (e) otherwise containing terms and conditions consistent with Exhibit A attached hereto and otherwise in form and substance acceptable to the Required DIP Lenders in their sole discretion (and the DIP Agent with respect to any DIP Agent Provision in its sole discretion); vii. the Final DIP Order shall be in full force and effect and shall not have been vacated, reversed, modified, amended, or stayed in any respect,

Term	Description
	and the Debtors shall be in compliance in all respects with the Final DIP Order; viii. receipt by the DIP Agent and the DIP Lenders of copies of the DIP Credit Agreement duly executed and delivered by the Debtors and, to the extent requested, the other DIP Documents, in each case in form and substance acceptable to the DIP Agent (with respect to any DIP Agent Provision), the Required DIP Lenders and the Debtors; ix. the Debtors shall be in compliance with the Milestones; x. after giving effect to the Delayed Draw, the total principal amount of New Money DIP Loans borrowed (without, for the avoidance of doubt, giving effect to any prepayments of the DIP Loans) shall not exceed the total New Money DIP Commitments; xi. the DIP Agent shall have received (x) a notice (an email from an Authorized Officer of the Borrower being sufficient), and (y) a duly executed letter of direction from the Borrower addressed to the DIP Agent directing the disbursement on the Closing Date of the proceeds of the DIP Loans made on such date substantially in the form of Exhibit B to the Prepetition First Lien Credit Agreement, in each case, in connection with such draw request no later than 11:00 a.m. (Prevailing Eastern Time) one (1) Business Day prior to the requested funding date of the Delayed Draw (or such later time as the Required DIP Lenders may agree to); and xii. the DIP Agent and the DIP Lenders shall have received a Closing Certificate duly executed by an Authorized Officer of the Borrower, appropriately completed, by which such Authorized Officer shall certify to the DIP Agent and the DIP Lenders that all of the Delayed Draw Conditions have been satisfied.
Interest Rates and Fees:	As set forth on Annex A hereto.
Default Rate:	Upon the occurrence and during the continuance of any Event of Default, interest shall accrue on the principal amount of the outstanding New Money DIP Loans and any overdue amount (including overdue interest) at the applicable interest rate plus 2.00% per annum.
Amortization:	None.
Maturity:	The earliest of (a) May 1, 2027 (*i.e.*, the date that is six (6) months following the Petition Date), (b) the Plan Effective Date, (c) the date of the closing of a sale of all or substantially all of the assets of the Debtors under section 363 or section 1129 of the Bankruptcy Code or otherwise, (d) the date all DIP Loans become due and payable hereunder or under the DIP Documents, whether by acceleration or otherwise, and (e) the date of the dismissal of any of the Chapter 11 Cases or the conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code (such earliest date, the "Maturity Date"). All amounts owed hereunder in respect of the DIP Loans (including, without limitation, any accrued and unpaid interest thereon, any exit fee in respect thereof

Term	Description
	and all other DIP Obligations) shall be paid in full in cash upon the Maturity Date (except as otherwise agreed by the Required DIP Lenders). All payments of principal, interest, and fees hereunder in respect of the New Money DIP Loans shall be made to the DIP Lenders on a pro rata basis (in accordance with the respective outstanding principal amounts thereof). All payments of principal, interest, and fees hereunder in respect of the Roll-Up Loans shall be made to the DIP Lenders on a pro rata basis (in accordance with the respective outstanding principal amounts thereof).
Milestones:	The Debtors shall achieve the Milestones (as defined in the RSA), which Milestones are incorporated into this DIP Term Sheet as if they were set forth herein, as may be modified, extended or waived pursuant to the RSA.
Collateral:	The DIP Obligations shall be secured by valid, binding, continuing, enforceable, non-avoidable and automatically and properly perfected security interests in and liens (the "DIP Liens") on all real and personal property of each of the Debtors, whether now existing or hereafter arising and wherever located, tangible or intangible (the "DIP Collateral"), including, subject to entry of the Final DIP Order, the proceeds of any avoidance actions arising pursuant to chapter 5 of the Bankruptcy Code (the "Avoidance Action Proceeds"); provided, for the avoidance of doubt, that such DIP Liens shall be subject to the Carve-Out. The DIP Liens shall consist of (a) pursuant to section 364(d)(1) of the Bankruptcy Code, a first priority, senior priming lien on all DIP Collateral that constitutes Prepetition Collateral (including Cash Collateral), senior to and priming the Prepetition 1L Liens, the Prepetition 2L Notes Liens, the Prepetition 2L Royalty Liens, and any adequate protection liens granted to the Prepetition Secured Parties, (b) pursuant to section 364(c)(2) of the Bankruptcy Code, a first priority lien on all other real and personal property of the Debtors not subject to a Permitted Prior Lien (or subject to a lien that becomes perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code), and (c) pursuant to section 364(c)(3) of the Bankruptcy Code, a lien immediately junior to any Permitted Prior Liens on the real and personal property of the Debtors subject thereto, in each case subject and subordinate only to the Carve-Out and the Permitted Prior Liens. All of the DIP Liens shall be valid, binding, enforceable, non-avoidable and automatically and properly perfected upon entry of the applicable DIP Order, without the necessity of the execution or filing of any mortgages, security agreements, pledge agreements, financing statements, account control agreements or other agreements or instruments; provided, that the Debtors shall take all action reasonably requested by the DIP Agent (at the direction of the Required DIP Lenders) to maintain the validity, perfection, enforceability and priority of the DIP Liens and to enable the DIP Secured Parties to protect, exercise and enforce their rights in the DIP Collateral. The relative priorities of the DIP Liens, the Prepetition 1L Liens, the Prepetition 2L Notes Liens, the Prepetition 2L Royalty Liens, and the adequate protection liens granted to the Prepetition Secured Parties are set forth on Annex C hereto (provided that (i) with respect to any obligations owed to the Prepetition Notes Secured Parties and the Prepetition Royalty Secured Parties (whether in the form of prepetition obligations, adequate protection obligations, or otherwise), any proceeds received by any such person shall be applied as between the Prepetition

Term	Description
	Notes Secured Parties and the Prepetition Royalty Secured Parties in accordance with Section 4.1 of the Intercreditor Agreement, mutatis mutandis and (ii) with respect to any obligations owed to the Prepetition Notes Secured Parties (whether in the form of prepetition obligations, adequate protection obligations, or otherwise), any proceeds received by any such person shall be applied as between the Prepetition 2028 Secured Parties and the Prepetition 2029 Secured Parties in accordance with Section 3.4 of the Collateral Trust Agreement, mutatis mutandis), and the DIP Orders shall be consistent therewith.
DIP Superpriority Claims:	All DIP Obligations at all times shall constitute allowed superpriority administrative expense claims, pursuant to section 364(c)(1) of the Bankruptcy Code, in the Chapter 11 Cases (the "DIP Superpriority Claims"), having priority over all administrative expenses of the kind specified in, or ordered pursuant to, sections 105, 326, 330, 331, 503(b), 506(c), 507(a), 507(b), or 726 or any other provisions of the Bankruptcy Code, subject only to the Carve-Out. The relative priority of the DIP Superpriority Claims and the adequate protection claims granted to the Prepetition Secured Parties is set forth on Annex C hereto, and the DIP Orders shall be consistent therewith.
Adequate Protection:	As adequate protection for any diminution in value of the Prepetition Secured Parties' respective interests in the Prepetition Collateral (including the Cash Collateral) occurring from and after the Petition Date, whether or not resulting from the use, sale, or lease by the Debtors of the Prepetition Collateral (including Cash Collateral), the granting of the DIP Superpriority Claims, the granting of the DIP Liens, the subordination of the Prepetition 1L Liens, the Prepetition 2L Notes Liens, and the Prepetition 2L Royalty Liens thereto and to the Carve-Out, or the imposition or enforcement of the automatic stay of section 362(a) of the Bankruptcy Code, the Prepetition First Lien Agent, the Prepetition Notes Collateral Trustee and the Prepetition Royalty Collateral Agent, as applicable, shall receive, for the benefit of the Prepetition Secured Parties they respectively represent, the adequate protection granted to the Prepetition Secured Parties pursuant to the DIP Orders (which shall include, without limitation, (i) valid, perfected replacement security interests in and liens on all DIP Collateral, including, upon entry of the Final DIP Order, the Avoidance Action Proceeds, with the relative priorities set forth in the DIP Orders, (ii) superpriority claims as provided in section 507(b) of the Bankruptcy Code, with priority as provided therein and with the relative priorities set forth in the DIP Orders, (iii) current payment of the reasonable and documented fees, expenses and other disbursements of the Prepetition First Lien Agent and the Ad Hoc Group Advisors and of the respective agents, trustees and advisors of the Prepetition 2028 Secured Parties, the Prepetition 2029 Secured Parties, and the Prepetition Royalty Secured Parties (in the case of the Prepetition Royalty Secured Parties, (i) fees and expenses of counsel shall be subject to objection only if in excess of $600,000, and (ii) financial advisor fees to be limited to (x) monthly fees of $150,000 solely to the extent accruing from the Petition Date until the closing date of the Ayrmid Transaction or the Acceptable Alternative Transaction, as applicable, and (y) solely in the event of the consummation of an Acceptable Alternative Transaction (as defined in the RSA) that results in transaction proceeds, (A) if transaction proceeds are sufficient to pay all Funded Debt (as defined in the RSA) outstanding in full in and in cash, then a $1,000,000 deferred

Term	Description
	fee, or (B) if transaction proceeds are insufficient to pay all Funded Debt outstanding in full in cash, then a $500,000 deferred fee, in each case payable upon consummation of such Acceptable Alternative Transaction and, in each case, solely from the proceeds thereof), in each case as it relates to the Chapter 11 Cases, and (iv) financial and other reporting; provided, that any such financial and other reporting that relates to the Debtors' sale and marketing process shall be provided only to the Ad Hoc Group Advisors and the Prepetition Royalty Secured Parties, and such information shall not be shared with any person acting in a Bidder Capacity (as defined in the RSA)); provided, further, that the Debtors shall not be required to provide any information where such provision would waive any privilege or violate applicable law. Except to the extent expressly set forth in the DIP Orders and subject to the terms of the RSA, none of the Prepetition Secured Parties shall receive or retain any payments, property or other amounts in respect of their respective section 507(b) claims unless and until all DIP Obligations (excluding contingent indemnification obligations for which no claim has been asserted) have been indefeasibly paid in full in cash. The relative priority of the adequate protection liens and claims granted to the Prepetition Secured Parties, as among themselves and relative to the DIP Liens and the DIP Superpriority Claims, is set forth on Annex C hereto, and the DIP Orders shall be consistent therewith. The Debtors' use of Cash Collateral and other Prepetition Collateral is based on the consent (or deemed consent) of the DIP Lenders and Prepetition Secured Parties to such use. Nothing herein or in any DIP Order shall be deemed to constitute sufficient adequate protection in connection with any proposed non-consensual use of Cash Collateral and other Prepetition Collateral.
Carve-Out:	The DIP Orders shall include a carve-out as set forth in Section 30 of the Interim DIP Order attached hereto as Exhibit A (the "Carve-Out").
Mandatory Prepayments:	The Borrower may voluntarily, at any time, prepay any of the DIP Obligations and/or reduce the commitments under the DIP Facility at par plus accrued interest, without premium or penalty (but, for the avoidance of doubt, subject to the Exit Fee). The following mandatory prepayments, subject to the DIP Orders, shall be required (and, in each case, shall be applied first, to the First-Out New Money DIP Obligations (including the Exit Fee in respect thereof) until indefeasibly paid in full in cash, and second, to the Second-Out Roll-Up DIP Obligations (including the Exit Fee in respect thereof)): i. Asset Sales: Prepayments of the DIP Loans in an amount equal to 100% of the net cash proceeds of the sale or other disposition of any DIP Collateral, except for ordinary course sales (including, for the avoidance of doubt, sales of inventory) and de minimis sales and additional exceptions to be agreed; ii. Insurance Proceeds: Prepayments of the DIP Loans in an amount equal to 100% of the net cash proceeds of insurance paid on account of any loss of any DIP Collateral, subject to exceptions to be agreed (including a

Term	Description
	right of the Debtors to reinvest such proceeds in assets used or useful in their business within 180 days after receipt); and iii. Incurrence of Indebtedness: Prepayments of the DIP Loans in an amount equal to 100% of the net cash proceeds of any indebtedness incurred by the Debtors or any of their respective subsidiaries after the Closing Date (other than any indebtedness otherwise permitted under the DIP Documents), payable no later than the date of receipt.
Representations and Warranties:	In order to induce the DIP Lenders to enter into this DIP Term Sheet and provide the New Money DIP Commitments and the DIP Loans hereunder, each Debtor represents and warrants to the DIP Agent and each DIP Lender that the statements set forth in Annex B are true and correct. For the purposes of this DIP Term Sheet, "Material Adverse Effect" shall mean (a) a material adverse change in, or a material adverse effect on, the operations, business, properties, prospects or financial condition of the Debtors, taken as a whole, (b) a material impairment of the ability of the Debtors, taken as a whole, to perform their respective payment obligations hereunder or under any of the DIP Documents, (c) a material impairment of the rights and remedies of the DIP Agent or any DIP Lender hereunder or under any of the DIP Documents, or (d) a material impairment of the legality, validity, binding effect or enforceability against any Debtor of this DIP Term Sheet or any material DIP Document to which it is a party; provided, that none of the following shall constitute a Material Adverse Effect: the commencement, administration, or prosecution of the Chapter 11 Cases and the circumstances leading thereto.
Affirmative Covenants:	The Debtors shall: i. comply in all material respects with their respective covenants, commitments, agreements, and other obligations set forth in the RSA and the DIP Documents; ii. without limitation of any other requirement hereunder or under any DIP Document, comply with the covenants set forth in Section 5.2, Section 5.4 (without regard to the proviso in such section), Section 5.6, Section 5.8, and Section 5.9 of the Prepetition First Lien Credit Agreement (in each case as modified as necessary to reflect the commencement of the Chapter 11 Cases and the Debtors' financial condition), except for any such non-compliance as a result of the compliance by the Debtors with their express obligations set forth in this DIP Term Sheet, any DIP Document, the RSA or any other Definitive Document, or as results from the Chapter 11 Cases; iii. timely deliver, or cause to be timely delivered, to the DIP Lenders the DIP Budget and Variance Reports, all in accordance with the provisions set forth herein and in the DIP Orders; iv. (a) cooperate with, consult with, and provide to the DIP Agent and the DIP Lenders all such information as reasonably required or as reasonably requested by the DIP Agent or any DIP Lender, and (b) permit any authorized representatives designated by the DIP Agent or any DIP Lender to visit and inspect any of the properties of any

Term	Description
	Debtor and any of its respective subsidiaries, to inspect, copy and take copies of extracts from its and their financial and accounting records, and to discuss its and their affairs, finances and accounts with its and their officers, all upon reasonable prior notice and at such reasonable times during normal business hours, absent the continuance of an Event of Default, not more than once per calendar month; v. comply with the DIP Budget (subject to the Permitted Variances) and with provisions of this DIP Term Sheet and the Interim DIP Order and/or the Final DIP Order (as applicable); vi. within thirty (30) days after the Closing Date (or such later date as the Required DIP Lenders may agree), (1) provide to the DIP Lenders certificates of insurance demonstrating the Debtors' compliance with clause (xvi) under the heading "Interim Funding Conditions" in this DIP Term Sheet and (2) provide that each of the Debtors' policies of insurance shall (A) in the case of each liability insurance policy, name the DIP Agent and its successors and assigns, for the benefit of the DIP Secured Parties, as an additional insured thereunder as its interests may appear, (B) in the case of each casualty insurance policy, contain a lender loss payable clause or endorsement, reasonably satisfactory in form and substance to the Required DIP Lenders, that names the DIP Agent and its successors and assigns, for the benefit of the DIP Secured Parties, as the lender loss payee thereunder, and (C) in each case, provide for at least thirty (30) days' (or ten (10) days' in the case of nonpayment of premium) prior written notice to the DIP Agent of any modification or cancellation of such policy; vii. subject to the RSA, provide draft copies of: (a) the First Day Pleadings and all orders sought pursuant thereto; (b) the Bidding Procedures Motion and the Bidding Procedures Order; (c) the Sale Order; (d) the Plan; (e) the Plan Supplement; (f) the Disclosure Statement; (g) the Conditional Disclosure Statement Order and the Disclosure Statement Order; (h) the Solicitation Materials; (i) the DIP Motion and the DIP Orders; (j) the Confirmation Order; and (k) all other material motions, pleadings, filings, applications, and proposed orders relating to the Restructuring Transactions or that any Debtor intends to file with the Bankruptcy Court, in each case at least three (3) calendar days prior to the date on which the applicable Debtor files or executes such document (or, if three (3) calendar days' advance notice is not reasonably practicable under the circumstances, as soon as reasonably practicable prior to such filing or execution), and consult in good faith regarding the form and substance of each of the foregoing in advance of such filing or execution; viii. comply with the schedule of Milestones (as defined in the RSA); ix. timely file with the Bankruptcy Court a written objection to any motion filed with the Bankruptcy Court seeking the entry of an order (A) directing the appointment of an examiner with expanded powers or a trustee, (B) converting any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing any of the Chapter 11

Term	Description
	Cases, or (D) modifying (but not including any requests to extend) or terminating the Debtors' exclusive right to file or solicit acceptances of a plan of reorganization; x. not take any action that is inconsistent with, or is intended or is reasonably likely to interfere with or impede or delay consummation of, the Restructuring Transactions; xi. not file or otherwise pursue a chapter 11 plan or any other Definitive Document that is inconsistent with the terms of this DIP Term Sheet or the Restructuring Transactions; xii. take, or cause to be taken, all reasonably appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable law, and to execute and deliver such documents and other papers, as may be required or reasonably requested by the DIP Agent (on behalf of the Required DIP Lenders) to carry out the provisions of this DIP Term Sheet, the Interim DIP Order or the Final DIP Order; xiii. except to the extent contemplated by the DIP Budget or otherwise consented to by the Required DIP Lenders in writing, continue, and cause to be continued, the business of the Debtors, maintain, and cause to be maintained, the Debtors' existence and material relationships, rights and privileges, and comply with all material agreements; xiv. take, or cause to be taken, all appropriate action to remain the sole owner of the DIP Collateral, free of liens other than the Permitted Prior Liens, the DIP Liens, the adequate protection liens granted hereunder and under the DIP Orders, liens granted or incurred after the Petition Date in the ordinary course of business or other liens granted or imposed pursuant to an order of the Bankruptcy Court that is in form and substance reasonably acceptable to the Required DIP Lenders and the DIP Agent (collectively, "Permitted Liens"); xv. take, or cause to be taken, all appropriate action to comply with all material applicable laws with respect to the DIP Collateral unless failure to comply could not reasonably be expected to result in a Material Adverse Effect; xvi. subject to the DIP Budget, pay when due all material taxes imposed upon it or any of its properties or assets or in respect of any of its income, businesses or franchises, and all claims (including claims for labor, services, materials and supplies) for sums that have become due and payable, in each case prior to the time when any material penalty or fine shall be incurred with respect thereto or any lien on any of its assets may attach with respect thereto, except where (A) such tax or claim is being contested in good faith and adequate reserves have been established in accordance with GAAP, and in the case of a tax or claim that has or may become a lien against any of the DIP Collateral, such contest proceedings conclusively operate to stay the sale of any portion of the DIP Collateral to satisfy such tax or claim, or (B) to the extent

Term	Description
	payment and/or enforcement thereof is stayed as a result of the Chapter 11 Cases; xvii. maintain its cash management system in a manner reasonably acceptable to the Required DIP Lenders (which shall be deemed satisfied if the cash management system is substantially the same as the cash management system in existence on the Petition Date, with such modifications as permitted under the cash management order, as entered); and xviii. cause the Debtors' senior management and legal and financial advisors to be available to conduct a telephonic conference (in the case of the Debtors' senior management, during regular business hours) as reasonably requested by any DIP Lender, to discuss the DIP Budget, the Variance Report, the Chapter 11 Cases, the Restructuring Transactions, and the financial condition, performance and business affairs of the Debtors.
Negative Covenants:	Unless otherwise provided in the DIP Budget (subject to the Permitted Variances), no Debtor shall, without the express, prior written consent of the Required DIP Lenders, do, cause to be done, or agree to do or cause to be done, any of the following: i. take any action prohibited by, or fail to take any action required by, the covenants, commitments, agreements, and other obligations of the Debtors set forth in the RSA (as may be amended, modified, or waived) or the DIP Documents; ii. create, incur, assume or suffer to exist any lien, security interest or other encumbrance upon any of its property, assets, income or profits, whether now owned or hereafter acquired, except Permitted Liens which, other than the Permitted Prior Liens or other liens that are permitted to be senior to the DIP Liens by the Required DIP Lenders acting reasonably, are junior to the DIP Liens, the Prepetition 1L Liens, the Prepetition 2L Notes Liens and the Prepetition 2L Royalty Liens; iii. convey, sell, lease, assign, transfer or otherwise dispose of (including through a transaction of merger or consolidation) any of its property, business or assets, whether now owned or hereafter acquired, other than (1) asset sales approved by an order of the Bankruptcy Court that is in form and substance acceptable to the Required DIP Lenders, or (2) in the ordinary course (including, for the avoidance of doubt, ordinary course sales of inventory); iv. create, incur, assume or permit to exist any indebtedness for borrowed money (including any finance lease, purchase money indebtedness or sale-leaseback obligation), other than the DIP Obligations and the Prepetition Secured Obligations; v. except as contemplated by the DIP Budget or the RSA, terminate, amend, modify, waive or compromise or not continue or extend any term or amount owed under a real property lease, material agreement, or other

Term	Description
	material vendor accommodation or arrangement without the consent of the Required DIP Lenders; vi. incur or make any expenditure, investment, loan or other payment, other than payments in respect of vesting programs in existence on the Petition Date or otherwise in accordance with the DIP Budget, subject to the Permitted Variances; vii. incur or make any Restricted Payment (as defined herein) other than in accordance with the DIP Budget; viii. create, or acquire any ownership interest in, any subsidiary (whether direct or indirect) other than those existing on the Petition Date or whose creation is necessary to effect the Restructuring Transactions (which subsidiaries shall, at the written request of the Required DIP Lenders, be joined hereto and to the DIP Documents as a Debtor pursuant to documentation reasonably acceptable to the DIP Agent and the Required DIP Lenders); ix. create or permit to exist any other superpriority claim which is pari passu with or senior to the claims of the DIP Lenders under the DIP Facility, except for the Carve-Out; x. modify or alter (A) in any material manner the nature and type of its business or the manner in which such business is conducted or (B) its organizational documents, except (1) as required by the Bankruptcy Code, (2) in a manner that is not materially adverse to the interests of the DIP Lenders (in their capacities as such) or (3) with the prior written consent of the Required DIP Lenders; xi. pay prepetition indebtedness, except for (a) adequate protection payments in the form of interest payments in respect of the prepetition indebtedness as expressly provided for herein or in the DIP Budget or (b) payments consented to by the Required DIP Lenders (which may be through approval of the DIP Budget) and approved by an order of the Bankruptcy Court; or xii. engage in any activities that would result in any of the Debtors becoming an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940. As used in this DIP Term Sheet, "Restricted Payment" means, with respect to any person (a) the declaration or payment of any dividend (whether in cash, securities or other property or assets) or distribution of cash or other property or assets in respect of equity interests of such person; (b) any payment (whether in cash, securities or other property or assets) on account of the purchase, redemption, defeasance, sinking fund or other retirement of the equity interests of such person or any other payment or distribution (whether in cash, securities or other property or assets) made in respect thereof, either directly or indirectly; (c) any payment or prepayment of principal or premium, if any, or interest, fees or other charges on or with respect to, and any redemption, purchase, retirement, defeasance (including in-substance or legal defeasance), sinking fund or similar payment and any claim for rescission with respect to any indebtedness (including

Term	Description
	any earn-out obligations or seller financing indebtedness); and (d) any payment made to redeem, purchase, repurchase or retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire equity interests of such person now or hereafter outstanding.
Financial Covenants:	Until the indefeasible payment in full in cash of the DIP Obligations, the Debtors shall strictly perform in accordance with the DIP Budget; provided, that with respect to any Testing Period (as defined herein), (i) the Debtors' aggregate actual cash receipts shall not be less than 80% of the projected amounts therefor set forth in the DIP Budget and (ii) the Debtors' aggregate actual cash disbursements shall not be greater than 120% of the projected amounts therefor set forth in the DIP Budget (such variances, the "Permitted Variances"); provided, further, that (A) notwithstanding anything to the contrary in this DIP Term Sheet, the Allowed Professional Fees shall not be included in any calculations for purposes of testing compliance with the DIP Budget and any Permitted Variances and (B) none of the foregoing shall limit the payment of Allowed Professional Fees that benefit from the Carve-Out, as and when such Allowed Professional Fees are allowed by the Bankruptcy Court at any time (whether by interim order, procedural order or otherwise). Compliance with the DIP Budget shall be tested on Wednesday of each second week (or, if such day is not a Business Day, the next succeeding Business Day) (each such date, a "Testing Date") on a cumulative basis for the period commencing on the first day covered by the DIP Budget then in effect and ending as of the Sunday immediately preceding such Testing Date (each such period, a "Testing Period"), with the first such test to be conducted on November 18, 2026 for the period from the Petition Date to November 15, 2026. Compliance with the DIP Budget shall be tested based on the Variance Report required to be delivered pursuant to clause v under the heading "Reporting" in this DIP Term Sheet on the applicable Testing Date; provided that, if, as of any Testing Date, the Borrower has failed to deliver such Variance Report, the Borrower shall be deemed to be out of compliance with the DIP Budget for such Testing Date. The Debtors shall maintain a minimum liquidity covenant requiring aggregate unrestricted cash and cash equivalents of the Debtors on a consolidated basis of not less than $10,000,000 at all times (for the avoidance of doubt, excluding the Plan Effective Date). The Debtors shall not directly or indirectly incur or commit to incur any capital expenditures, other than capital expenditures that are contemplated by the DIP Budget (subject to Permitted Variances). "DIP Budget" means a written budget setting forth on a line-item basis the Debtors' projected cash receipts and cash disbursements on a weekly basis, including, without limitation, disbursements on account of the reasonable and documented fees and expenses of the DIP Secured Parties and the Ad Hoc Group Advisors, which initial budget is attached as Schedule 1 to the Interim DIP Order, and shall cover the period of at least thirteen (13) weeks following the Petition Date, and which budget shall be updated on a rolling thirteen-week (13-week) basis every four (4) weeks as provided in the DIP Orders.

Term	Description
Reporting:	The Borrower shall deliver to the DIP Agent, the DIP Lenders, the Ad Hoc Group Advisors, and the advisors to the Prepetition Royalty Secured Parties: i. monthly unaudited consolidated financial statements of the Borrower and its subsidiaries within 30 days after the end of each fiscal month, certified by a financial officer of the Borrower; ii. quarterly unaudited consolidated financial statements of the Borrower and its subsidiaries within 45 days of the end of each fiscal quarter of the fiscal year, certified by a financial officer of the Borrower; iii. annual audited consolidated financial statements of the Borrower and its subsidiaries within 90 days of the year-end, certified with respect to such consolidated statements by the Borrower's independent certified public accountants; iv. 13-week cash flow forecasts, on a rolling 13-week basis, updated every four weeks and in form and substance reasonably acceptable to the Required DIP Lenders; v. no later than Wednesday of each week, beginning on the second Wednesday following the Petition Date (or, if such day is not a Business Day, the next succeeding Business Day), a weekly line-by-line variance report (the "Variance Report"), which Variance Report shall (A) include line items consistent with the DIP Budget, including (without limitation) (1) "Total Receipts", (2) "Total Operating Disbursements" (including payroll & benefits, bonuses, retention payments, rent, site payments, and accounts payable), (3) "Total Professional Fees" (on a professional-by-professional basis), and (4) "Net Cash Flow" and (B) compare actual cash receipts and disbursements of the Debtors with corresponding amounts provided for in the DIP Budget on a line-by-line basis for the prior week period and the Testing Period (or such shorter period as may have elapsed from the date hereof), including written descriptions in reasonable detail explaining any material positive or negative variances, and shall otherwise be in form and substance reasonably acceptable to the Required DIP Lenders; vi. copies of all reports, analyses, presentations and other materials prepared by or for the Debtors' investment bankers, financial advisors, consultants or other professionals in connection with any sale, financing, refinancing, capital raise or restructuring transaction involving the Debtors; provided, that any materials relating to the Debtors' sale and marketing process shall not be provided—by any party or its advisors—to DIP Lenders acting in a Bidder Capacity; vii. all other reports and notices required to be delivered hereunder or under the DIP Documents, and such other reports and notices as may be reasonably requested by the DIP Agent or the Required DIP Lenders; viii. to the extent not otherwise delivered to the DIP Agent, the DIP Lenders, the Ad Hoc Group Advisors, and the advisors to the Prepetition Royalty Secured Parties, all of the financial information, reports, notices and other information delivered to, or required to be delivered to, the Prepetition

Term	Description
	First Lien Agent and/or the Prepetition First Lien Lenders pursuant to the Prepetition First Lien Documents (including, without limitation, pursuant to Sections 5.1 and 5.9(a) of the Prepetition First Lien Credit Agreement), when the same is (or is required to be) delivered to the Prepetition First Lien Agent and/or the Prepetition First Lien Lenders; and ix. such other documents or information reasonably required by the DIP Documents; provided, that the Debtors shall not be required to provide information that would waive any privilege or violate applicable law. In addition, the Debtors shall, and shall direct their officers, directors, employees, advisors and other representatives to: i. provide to the DIP Agent, the DIP Lenders the Ad Hoc Group Advisors, and advisors to the Prepetition Royalty Secured Parties (1) reasonable access, during normal business hours and on reasonable advance notice and without disruption to the operation of the Debtors' business, to the offices, properties, books and records, management, directors, employees, accountants, auditors, counsel and other advisors and representatives of the Debtors, (2) such other information regarding the Debtors' assets, business, operations, liquidity, financial condition, tax matters, regulatory matters and intellectual property as is reasonably requested by the DIP Agent, any DIP Lender or the Ad Hoc Group Advisors, and (3) upon reasonable request, participation in periodic update calls with the Debtors' management and advisors regarding the Debtors' financial performance, liquidity and the progress of the Restructuring Transactions; provided, that any materials relating to the Debtors' sale and marketing process shall not be provided—by any party or its advisors—to DIP Lenders acting in a Bidder Capacity; ii. promptly respond to, and use reasonable best efforts to satisfy, all due diligence requests of the DIP Agent, the DIP Lenders, the Ad Hoc Group Advisors, and advisors to the Prepetition Royalty Secured Parties, including by establishing and maintaining an electronic data room to which the Ad Hoc Group Advisors are granted access, and cooperate with all business, financial, legal, tax, regulatory and intellectual property diligence reasonably requested in connection with the DIP Facility and the Restructuring Transactions; provided, that any materials relating to the Debtors' sale and marketing process shall not be provided—by any party or its advisors—to DIP Lenders acting in a Bidder Capacity; iii. irrevocably authorize, direct and cause the Debtors' investment bankers, financial advisors, consultants and other professionals to (1) disclose fully and promptly to the DIP Agent, the DIP Lenders, the Ad Hoc Group Advisors, and advisors to the Prepetition Royalty Secured Parties all material developments concerning any sale, financing, refinancing, capital raise or restructuring transaction involving the Debtors, and (2) at a reasonable frequency requested by the Ad Hoc Group, consult with, and respond to the inquiries of, the DIP Agent, the DIP Lenders, the Ad Hoc Group Advisors, and advisors to the Prepetition Royalty Secured Parties concerning any and all matters relating to the affairs, finances, assets, business and operations of the Debtors and any aspect of any such

Term	Description
	transaction, including communications outside the presence of any representative of any Debtor; provided, that any materials relating to the Debtors' sale and marketing process shall not be provided—by any party or its advisors—to DIP Lenders acting in a Bidder Capacity; and iv. such other documents or information reasonably required by the DIP Documents; provided, that the Debtors shall not be required to provide information that would waive any privilege or violate applicable law.
Waivers:	The Final DIP Order shall provide a waiver of the equitable doctrine of "marshaling" with respect to the DIP Collateral and the Prepetition Collateral; provided, that such waiver shall only be effective with respect to the Prepetition Collateral until the Discharge of First Lien Obligations (as defined in the Intercreditor Agreement). The Final DIP Order shall provide (i) a waiver of the "equities of the case" exception to section 552(b) of the Bankruptcy Code with respect to the DIP Lenders and the Prepetition Secured Parties, and (ii) a waiver of the ability to surcharge the DIP Collateral and the Prepetition Collateral, including under section 506(c) of the Bankruptcy Code.
Credit Bid:	The DIP Obligations may be credit bid in connection with the sale of any asset of the Debtors (in whole or in part), including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any restructuring plan subject to confirmation under section 1129(b)(2)(A)(ii)–(iii) of the Bankruptcy Code. Any such credit bid shall be deemed a qualified bid, and the DIP Agent shall be deemed a qualified bidder, for all purposes of any bidding procedures or sale process. Nothing herein shall limit the right of the Prepetition Royalty Secured Parties to credit bid the Prepetition Royalty Obligations, subject to section 363(k) of the Bankruptcy Code and the Intercreditor Agreement.
Events of Default:	"Events of Default" shall be limited to the following: i. failure to pay principal or interest on the DIP Loans or any fees or any other amount due under the DIP Documents when due; ii. (A) failure of any Debtor or any of their respective subsidiaries to pay when due any principal of or interest on or any other amount, including any payment in settlement, payable in respect of one or more items of Material Indebtedness (as defined in the Prepetition First Lien Credit Agreement) incurred on or after the Petition Date, in each case beyond the grace period, if any, provided therefor; or (B) breach or default by any Debtor or any of its subsidiaries with respect to any other term of (1) one or more items of such Material Indebtedness, or (2) any loan agreement, mortgage, indenture or other agreement relating to such item(s) of Material Indebtedness, in each case beyond the grace period, if any, provided therefor, if the effect of such breach or default is to cause, or to permit the holder or holders of that Material Indebtedness (or a trustee on behalf of such holder or holders), with or without the passage of time, to cause, that Material Indebtedness to become or be declared due and payable (or subject to a compulsory repurchase or other redemption) prior to its stated maturity or the stated maturity of any underlying obligation,

Term	Description
	as the case may be, unless in each case, payment or enforcement thereof is stayed as a result of the Chapter 11 Cases; iii. failure of any representation or warranty of any Debtor contained in this DIP Term Sheet or any DIP Document to be true and correct in all material respects when made (without duplication of any materiality qualifier contained therein); iv. breach of any covenant hereunder or under the DIP Documents that, in the case of any affirmative covenant that is capable of being cured, has not been cured within five (5) Business Days; v. any money judgment, writ or warrant of attachment or similar process involving (i) in any individual case an amount in excess of $2,500,000 or (ii) in the aggregate at any time an amount in excess of $5,000,000 (in either case to the extent not adequately covered by insurance as to which a solvent and unaffiliated insurance company has acknowledged coverage) shall be entered or filed against any Debtor or any of their subsidiaries or any of their respective assets and shall remain undischarged, unvacated, unbonded or unstayed for a period of sixty (60) days; vi. any order, judgment or decree shall be entered against any Debtor or any of its subsidiaries decreeing the dissolution or split up of such Debtor or any of its subsidiaries and such order shall remain undischarged or unstayed for a period in excess of thirty (30) days; vii. there shall occur one or more ERISA Events (as defined in the Prepetition First Lien Credit Agreement) that individually or in the aggregate results in or might reasonably be expected to result in liability of any Debtor or any of its subsidiaries or any of their respective ERISA Affiliates (as defined in the Prepetition First Lien Credit Agreement) in excess of $2,500,000 during the term of the DIP Facility; or there exists any fact or circumstance that reasonably could be expected to result in the imposition of a Lien or security interest under Section 430(k) of the Internal Revenue Code or ERISA (each as defined in the Prepetition First Lien Credit Agreement) or a violation of Section 436 of the Internal Revenue Code; viii. a Change of Control (as defined in the Prepetition First Lien Credit Agreement) shall occur, excluding any Change of Control caused by the consummation of the Ayrmid Transaction or an Acceptable Alternative Transaction; ix. at any time after the execution and delivery thereof (i) any DIP Document for any reason, other than the indefeasible payment in full in cash of all DIP Obligations, shall cease to be in full force and effect (other than in accordance with its terms) or shall be declared to be null and void or any Debtor shall repudiate its obligations thereunder, or (ii) any Debtor shall contest the validity or enforceability of any DIP Document in writing or deny in writing that it has any further liability, including with respect to future advances by DIP Lenders, under any DIP Document to which it is a party or shall contest the validity of or perfection of any lien in any DIP

Term	Description
	Collateral granted or purported to be granted pursuant to the DIP Documents; x. the United States Food and Drug Administration (or any successor thereto) or any Debtor withdraws approval for selinexor with respect to its current approved indication for use with bortezomib and dexamethasone; xi. noncompliance with the DIP Budget, subject to the Permitted Variances; xii. the DIP Agent shall cease to have a valid and perfected security interest in and lien on any DIP Collateral with the priority provided for herein and in the DIP Orders (other than upon a release by reason of a transaction that is permitted hereunder or under the DIP Documents); xiii. failure by any Debtor to comply in any material respect with the Interim DIP Order or Final DIP Order, as applicable; xiv. the entry by a court of competent jurisdiction of an order amending, modifying, staying, revoking or reversing the Interim DIP Order or Final DIP Order, as applicable, without the express written consent of the Required DIP Lenders; xv. subject to the terms of the RSA, any sale or other disposition of all or a material portion of the DIP Collateral securing the DIP Loans pursuant to section 363 of the Bankruptcy Code other than as permitted by the DIP Orders (or pursuant to a transaction that is permitted hereunder or under the DIP Documents) or the Debtors file any motion or pleading seeking authority for the foregoing; xvi. the entry of an order dismissing any Chapter 11 Case or converting any Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, or the Debtors file any motion or pleading seeking authority for the foregoing; xvii. the entry of an order appointing a chapter 11 trustee in any Chapter 11 Case or the Debtors file any motion or pleading seeking authority for the foregoing; xviii. the entry of an order in any Chapter 11 Case appointing an examiner having expanded powers (beyond those set forth under sections 1106(a)(3) and (4) of the Bankruptcy Code) or the Debtors file any motion or pleading seeking authority for the foregoing; xix. termination or expiration of the period of time during which only the Borrower and its co-debtors may file a plan pursuant to section 1121 of the Bankruptcy Code; xx. failure to meet any Milestone (including, without limitation, failure of the Bankruptcy Court to enter, within thirty-five (35) calendar days following the Petition Date, the Final DIP Order); xxi. other than the Carve-Out, the allowance of any claim or claims under section 506(c) of the Bankruptcy Code against or with respect to any of the DIP Collateral; xxii. the existence of any claims or charges, or the entry of an order of the Bankruptcy Court authorizing any claims or charges, other than in respect

Term	Description
	of the DIP Facility and the Carve-Out or as otherwise permitted under the applicable DIP Documents, entitled to superpriority administrative expense claim status in any Chapter 11 Case pursuant to Section 364(c)(1) of the Bankruptcy Code pari passu with or senior to the DIP Superpriority Claims, or there shall arise or be granted by the Bankruptcy Court (i) any claim having priority over any or all administrative expenses of the kind specified in section 503(b) of the Bankruptcy Code or section 507(b) of the Bankruptcy Code (other than the Carve-Out) or (ii) any lien on the DIP Collateral having a priority senior to or pari passu with the DIP Liens, except, in each case, as expressly provided in the DIP Documents; xxiii. any Debtor requests authorization, or supports any request for authorization, to obtain postpetition financing or other financial accommodations pursuant to section 364 of the Bankruptcy Code or otherwise, other than (x) from the DIP Lenders or (y) financing resulting in proceeds that are sufficient to, and are immediately applied to, indefeasibly pay the DIP Obligations, the Prepetition First Lien Obligations (as defined in the Interim DIP Order) and, following the entry of the Final DIP Order, the Prepetition Notes Obligations (as defined in the Interim DIP Order) in full in cash; xxiv. any attempt by any Debtor to invalidate or otherwise impair the DIP Loans, the DIP Liens, the Prepetition First Lien Obligations, the Prepetition 1L Liens, the Prepetition 2028 Notes Obligations, the Prepetition 2029 Notes Obligations, or the Prepetition 2L Liens (in each case as defined in the Interim DIP Order); xxv. the Debtors commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against the DIP Agent, any of the DIP Lenders or any of the Prepetition Secured Parties to: (i) contest the validity or enforceability of any DIP Document, any Prepetition First Lien Document, any Prepetition 2028 Notes Document, or any Prepetition 2029 Notes Document; (ii) contest the validity, enforceability, extent, amount, perfection or priority of the DIP Liens, the DIP Superpriority Claims, the Prepetition First Lien Obligations, the Prepetition 1L Liens, the Prepetition 2028 Notes Obligations, the Prepetition 2029 Notes Obligations or the Prepetition 2L Liens held by the DIP Lenders, or (iii) assert or prosecute any claim or cause of action (including any action arising under chapter 5 of the Bankruptcy Code) against any DIP Secured Party or any Prepetition Secured Party; xxvi. any breach by the Debtors under the RSA (subject to any applicable cure period); xxvii. the RSA is terminated or otherwise fails to be in full force and effect; xviii. the entry of an Interim DIP Order or Final DIP Order in form or substance that is not acceptable to the Required DIP Lenders in their sole discretion; xxix. (a) any Debtor files a pleading in any court seeking or supporting an order to revoke, reverse, stay, vacate, amend, supplement or otherwise modify any DIP Order or this DIP Term Sheet, in whole or in part, or (b) any material provision of the DIP Orders or DIP Term Sheet, or any other order of the

Term	Description
	Bankruptcy Court approving the Debtors' use of Cash Collateral, shall for any reason cease to be valid and binding (without the prior written consent of the Required DIP Lenders); xxx. subject to the terms of the RSA, the filing with the Bankruptcy Court of a motion seeking approval of a sale under section 363 of the Bankruptcy Code or a plan of reorganization or liquidation in any of the Chapter 11 Cases that, in either case, does not provide for indefeasible payment in full in cash to the DIP Lenders of DIP Loans and all other amounts outstanding under this DIP Term Sheet and the DIP Orders, on closing of such sale or the effective date of such plan; xxxi. the granting of relief from the automatic stay by the Bankruptcy Court to any other creditor or party in interest in the Chapter 11 Cases with respect to any portion of the DIP Collateral; xxxii. the Debtors, except as contemplated by the RSA, (A) file any motion or application, including in connection with a plan of reorganization, seeking authority to reject, assume, assume and assign, amend, supplement, or modify any material agreement or any Prepetition Royalty Document, or (B) amend, modify, supplement, extend, terminate, or otherwise enter into a modified arrangement with respect to any material agreement or any Prepetition Royalty Document, in each case, without the prior written consent of the Required DIP Lenders; xxiii. the cessation by the Debtors, taken as a whole, of conducting all or substantially all of their business operations; or xxiv. any Debtor shall make any payment of principal or interest or otherwise on account of any prepetition indebtedness or prepetition payables other than payments (A) in respect of accrued payroll and related expenses as of the commencement of the Chapter 11 Cases and (B) in respect of certain creditors, in each case, to the extent authorized by one or more "first day" orders acceptable in form and substance to the Required DIP Lenders and consistent with the DIP Budget. As used in this DIP Term Sheet, the term "Default" means any condition or event that, after notice or lapse of time or both, would constitute an Event of Default.
Remedies:	Upon the occurrence of, and during the continuation of, an Event of Default, but subject to the DIP Orders, the DIP Agent (at the direction of the Required DIP Lenders) or the Required DIP Lenders may, by delivery of a DIP Termination Declaration (as defined in the DIP Orders), and subject to the terms of the DIP Orders, take any or all of the following actions without further order of or application to the Bankruptcy Court: i. immediately terminate, reduce or restrict the Debtors' use of any Cash Collateral (except to the extent such cash may be used in connection with the Carve-Out); ii. terminate, reduce or restrict any undrawn New Money DIP Commitments, in whole or in part;

Term	Description
	iii. terminate the DIP Facility and the DIP Documents as to any future liability or obligation of the DIP Secured Parties (without affecting any of the DIP Liens or DIP Obligations, or the rights or remedies of the DIP Secured Parties in respect thereof); and iv. declare all DIP Obligations to be immediately due and payable. Following the expiration of the Remedies Notice Period (as defined in the DIP Orders, and as may be extended in accordance with the DIP Orders) and subject thereto, the DIP Agent (at the direction of the Required DIP Lenders) or the Required DIP Lenders may (in addition to any of the actions provided for above) take any or all of the following actions without further order of or application to the Bankruptcy Court: i. freeze monies or balances in the Debtors' accounts and sweep all funds contained in the Debtors' deposit accounts; ii. set-off any and all amounts in accounts maintained by the Debtors with the DIP Agent or the DIP Lenders against the DIP Obligations, or otherwise enforce any and all rights against the DIP Collateral in the possession of any of the applicable DIP Secured Parties, including, without limitation, disposition of the DIP Collateral solely for application towards the DIP Obligations; iii. take any other actions or exercise any other rights or remedies permitted under the DIP Orders, this DIP Term Sheet, the DIP Documents or applicable law to effect the repayment of the DIP Obligations; and iv. exercise rights and remedies subject to the terms of the DIP Orders, or applicable law (including, without limitation, direct any or all of the Debtors (or file a motion in the name of the Debtors)), (A) to enforce the terms and provisions of this DIP Term Sheet, (B) to collect accounts receivable, without setoff by any account debtor, including directing the Debtors to collect such accounts receivable, (C) to sell or otherwise dispose of any or all of the DIP Collateral on terms and conditions reasonably acceptable to the Required DIP Lenders pursuant to Sections 363, 365 and other applicable provisions of the Bankruptcy Code (and without limiting the foregoing, direct the Debtors (or file a motion in the name of the Debtors) to assume and assign any lease or executory contract included in the DIP Collateral to the DIP Lenders' designees in accordance with and subject to Section 365 of the Bankruptcy Code), (D) credit bid any or all of the DIP Obligations, (E) enter into the premises of any Debtor in connection with the orderly sale or disposition of the DIP Collateral (including, without limitation, complete any work in process), (F) exercise such other rights and remedies to realize upon the DIP Collateral, and (G) take such action as is reasonably related to or is in furtherance of the foregoing; provided, that, subject to the DIP Orders, the Debtors shall take all action that is reasonably necessary to cooperate with the DIP Lenders in the exercise of their rights and remedies and facilitate the realization upon the DIP Collateral by the DIP Lenders. Notwithstanding anything to the contrary herein, during any Remedies Notice Period, the Debtors may continue to use Cash Collateral solely to meet payroll

Term	Description
	obligations and pay expenses necessary to avoid immediate and irreparable harm to the Debtors' estates (including to pay payroll, critical patient supply and product distribution costs, and the Carve-Out), in accordance with the DIP Budget (subject to the Permitted Variances), or that have otherwise been approved in advance in writing by the DIP Agent (at the direction of the Required DIP Lenders).
Assignments and Participations:	A DIP Lender may assign all or any part of its DIP Loans and commitments from time to time to any other person without any consent of or notice to the Debtors, but with the prior consent of the Required DIP Lenders (disregarding the assigning DIP Lender's DIP Loans and unfunded New Money DIP Commitments) (not to be unreasonably withheld, conditioned or delayed); provided, that the Required DIP Lenders (disregarding the assigning DIP Lender's DIP Loans and unfunded New Money DIP Commitments) shall be deemed to have consented to any such assignment unless they have objected to such assignment by written notice to the assigning DIP Lender within five (5) Business Days after having received notice thereof. Notwithstanding the foregoing, no consent of the Required DIP Lenders shall be required if the assignee is another DIP Lender or any affiliate or managed or controlled fund of a DIP Lender. The parties to each assignment shall execute and deliver to the DIP Agent an assignment agreement in a form substantially similar to the Assignment Agreement (as such term is defined in the Prepetition First Lien Credit Agreement) and reasonably acceptable to the DIP Agent, such other forms, certificates or other evidence, if any, that may be reasonably required by the DIP Agent, and with payment to the DIP Agent of a registration and processing fee of $3,500 (except that no such registration and processing fee shall be payable in the case of an assignee that is already a DIP Lender or is an affiliate or managed or controlled fund of a DIP Lender, which fee may be otherwise waived or reduced in the sole discretion of the DIP Agent). From and after the effective date specified in the assignment agreement, the assignee shall be a DIP Lender hereunder and the assigning DIP Lender shall be released from its obligations hereunder to the extent of the interest assigned.
Expenses and Indemnification:	All reasonable, documented, out-of-pocket expenses and costs (limited to (i) reasonable legal fees and reasonable, documented, out-of-pocket expenses of one primary counsel and one local counsel in Texas for the DIP Agent, (ii) reasonable fees and reasonable, documented, out-of-pocket expenses of the Ad Hoc Group Advisors, and (iii) with respect to the Prepetition Royalty Secured Parties, (x) reasonable and documented fees and out-of-pocket expenses of counsel (subject to objection only if in excess of $600,000), (y) with respect to a financial advisor, monthly fees of $150,000 solely to the extent accruing from the Petition Date until the closing date of the Ayrmid Transaction or the Acceptable Alternative Transaction (each as defined in the RSA) and (z) solely in the event of the consummation of an Acceptable Alternative Transaction (as defined in the RSA) that results in transaction proceeds, (A) if transaction proceeds are sufficient to pay all Funded Debt (as defined in the RSA) outstanding in full in and in cash, then a $1,000,000 deferred fee, or (B) if transaction proceeds are insufficient to pay all Funded Debt outstanding in full in cash, then a $500,000 deferred fee, in each case payable upon consummation of such Acceptable Alternative Transaction and, in each case, solely from the proceeds thereof)

Term	Description
	incurred in connection with, whether before or after the commencement of, the Chapter 11 Cases and the negotiation and documentation of the DIP Facility are to be paid by the Borrower, in each case following written demand and, subject to the DIP Orders, without the requirement of Bankruptcy Court approval or the filing of any fee or retention application. The Borrower will indemnify the DIP Secured Parties, and hold them harmless from and against all reasonable, documented, and out-of-pocket costs, expenses (including but not limited to reasonable 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; provided, that no such person will be indemnified for costs, expenses or liabilities to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred by reason of the gross negligence or willful misconduct of such person; provided, further, that no person will be indemnified for costs, expenses, or liabilities that do not involve an act or omission by any Debtor or any of its affiliates and arises solely from disputes among the DIP Secured Parties, other than claims against the DIP Agent, solely in its capacity as such, which shall remain subject to the immediately preceding proviso; provided, further, that no DIP Lender shall be indemnified for costs, expenses, or liabilities that result from a claim being brought by a Debtor against such person for a material breach of such person's obligations under the DIP Documents if such Debtor has obtained a final and non-appealable judgment in its favor on such claim as determined by a court of competent jurisdiction.
Governing Law:	This DIP Term Sheet and the other DIP Documents shall be governed by, and construed in accordance with, the laws of the State of New York (except as governed by the Bankruptcy Code), without regard to the conflict of law principles thereof that would require the application of the law of any other jurisdiction. Each party hereto hereby waives all rights to a trial by jury and consents to the jurisdiction of the Bankruptcy Court.
Amendments:	No provision of this DIP Term Sheet or any DIP Document may be amended, modified or waived other than by an instrument in writing signed by the Debtors and the Required DIP Lenders. Notwithstanding the foregoing (i) any amendment, modification or waiver that would (A) extend the Maturity Date of the DIP Loans, (B) waive, reduce or postpone any scheduled repayment (but not prepayment), (C) modify or waive any condition precedent to the funding of any DIP Loan, (D) reduce the rate of interest on any DIP Loan (other than a waiver of interest at the Default Rate), (E) waive or extend the time for payment of any such interest, fees, or premiums (other than a waiver of interest at the Default Rate), (F) reduce or forgive the principal amount of any DIP Loan, or increase the New Money DIP Commitment of any DIP Lender, (G) amend, modify, terminate or waive any provision under this heading "Amendments" or any other provision of this DIP Term Sheet that expressly provides that the consent of all DIP Lenders or any specific DIP Lenders is required, (H) amend the definition of Required DIP Lenders, (I) subordinate the DIP Liens to any other lien on or security interest in the DIP Collateral other than Permitted Prior Liens or (J) alter the ratable treatment of the DIP Obligations shall, in each case, require the consent of each DIP Lender directly and adversely affected thereby and (ii) any amendment, modification or waiver that would directly or indirectly affect the

Term	Description
	rights or obligations of the DIP Agent in any adverse manner shall require the consent of the DIP Agent.
Counterparts and Electronic Transmission:	This DIP Term Sheet may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this DIP Term Sheet by facsimile, "PDF" or other electronic transmission shall be effective as delivery of a manually executed counterpart of this DIP Term Sheet.

IN WITNESS WHEREOF, the parties hereto have executed this DIP Term Sheet as of the date first written above.

DEBTORS:

KARYOPHARM THERAPEUTICS INC., a Delaware corporation

By: _____
Name:
Title:

KPT TEXAS LLC, a Texas limited liability company

By: _____
Name:
Title:

DIP LENDERS:

[●], as a DIP Lender

By: _____
Name:
Title:

DIP AGENT:
WILMINGTON SAVINGS FUND SOCIETY, FSB,
as administrative agent and collateral agent for the DIP Lenders

By: _____
Name:
Title:

Schedule 1

New Money DIP Commitments

[On file with the Debtors]

Annex A

Specific Terms of DIP Facility

Interest Rate:	The interest rate applicable to the New Money DIP Loans will be SOFR (as defined herein) plus 900 bps, payable in kind quarterly on the last day of each March, June, September and December ending after the Closing Date (or, if such day is not a Business Day, the next succeeding Business Day) (each such date, an "Interest Payment Date"). The interest rate applicable to the Roll-Up Loans will be SOFR plus 1,225 bps, payable in kind quarterly on each Interest Payment Date. All interest and fees shall be calculated on the basis of a 360-day year for the actual number of days elapsed, and all accrued and unpaid interest in respect of any DIP Loans shall be paid in full in cash on the date on which the principal amount of such DIP Loans is paid. "SOFR" means, for any date of determination, the greater of (i) the forward-looking term rate based on the secured overnight financing rate for a one-month tenor published by CME Group Benchmark Administration Limited (CBA) (or a successor administrator of SOFR selected by the DIP Agent) for the date that is two (2) Business Days prior to the Interest Payment Date immediately preceding such date of determination (or prior to the first Interest Payment Date, the Closing Date); provided, that if such rate is not published on such day, SOFR shall be such rate as published on the first preceding Business Day on which it was published; and (ii) 3.00%.
Exit Fee:	4.00% of the New Money DIP Loans (including interest paid in kind and added to the outstanding principal amount of the New Money DIP Loans) or New Money DIP Commitments, as applicable, payable upon any repayment or prepayment (including any acceleration thereof) or other satisfaction of the New Money DIP Loans or termination or reduction of the New Money DIP Commitments (other than a termination resulting from the funding of New Money DIP Loans). 8.00% of the Roll-Up Loans (including interest paid in kind and added to the outstanding principal amount of the Roll-Up Loans), payable upon any repayment or prepayment (including any acceleration thereof) or other satisfaction of the Roll-Up Loans (other than a deemed reconversion of Roll-Up Loans into allowed Prepetition First Lien Obligations, in which case there shall be no corresponding exit fee with respect to the Roll-Up Loans).
DIP Agent Fee:	As set forth in the fee letter, dated as of October 30, 2026, between the Borrower and the DIP Agent, together with all amounts payable to or on behalf of the DIP Agent pursuant to the Agency Provisions.

Annex B

Representations and Warranties

A. **Organization; Requisite Power and Authority; Qualification**. Each Debtor and each of their respective subsidiaries (a) is duly organized, validly existing and in good standing (to the extent applicable) under the laws of its jurisdiction of organization, (b) subject to the Bankruptcy Court's entry of the applicable DIP Order and any limitation under the Bankruptcy Code or other debtor relief Law, has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, to enter into this DIP Term Sheet and the other DIP Documents to which it is a party and to carry out the transactions contemplated hereby and thereby, and (c) is qualified to do business and in good standing in every jurisdiction necessary to carry out its business and operations, except in jurisdictions where the failure to be so qualified or in good standing would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

B. **Due Authorization**. The execution, delivery and performance of this DIP Term Sheet and the other DIP Documents have been duly authorized by all necessary action on the part of each Debtor that is a party thereto, in each case subject to the Bankruptcy Court's entry of the DIP Orders.

C. **No Conflict**. The execution, delivery and performance by the Debtors of this DIP Term Sheet and the other DIP Documents to which they are parties and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate any provision of any material Law applicable to the Debtors or any of their subsidiaries, any of the Organizational Documents of the Debtors or any of their subsidiaries, or any order, judgment or decree of any court or other agency of government binding on the Debtors or any of their subsidiaries; (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default or give rise to any right of termination, amendment, cancellation or acceleration of any obligation or the loss of any material benefit or the triggering of any payment under any material agreement; (iii) result in or require the creation or imposition of any Lien upon any of the properties or assets of the Debtors or any of their subsidiaries (other than any liens created under any of the DIP Documents in favor of the DIP Agent, for the benefit of DIP Secured Parties); or (iv) require any approval of stockholders, members or partners or any approval or consent of any person under any material agreement except for such approvals or consents that have been obtained on or before the Closing Date and have been disclosed in writing to the DIP Lenders.

D. **Governmental Consents**. The execution, delivery and performance by the Debtors of this DIP Term Sheet and the other DIP Documents to which they are parties and the consummation of the transactions contemplated hereby and thereby do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by, any Governmental Entity except such that have been obtained or made and are in full force and effect.

E. **Binding Obligation**. The DIP Term Sheet and each other DIP Document has been duly executed and delivered by each Debtor that is a party thereto and is the legally

valid and binding obligation of such Debtor, enforceable against such Debtor in accordance with its respective terms.

F. **No Material Adverse Change**. Since the RSA Effective Date, no event, circumstance or change has occurred that has caused or evidences, either in any case or in the aggregate, a Material Adverse Effect.

G. **No Transfer**. No transfer of property is being made by any Debtor and no obligation is being incurred by any Debtor in connection with the transactions contemplated by this DIP Term Sheet and the other DIP Documents with the intent to hinder, delay or defraud either present or future creditors of any Debtor.

H. **No Indebtedness**. Except for the Prepetition Secured Obligations and the DIP Obligations, the Debtors have no other indebtedness for borrowed money.

I. **Adverse Proceedings, Etc**. Other than the Chapter 11 Cases, there are no Adverse Proceedings (as defined in the Prepetition First Lien Credit Agreement) that (i) purport to affect or pertain to this DIP Term Sheet or any other DIP Document, or any of the transactions contemplated hereby and thereby or (ii) otherwise could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect. None of the Debtors nor any of their subsidiaries (a) is in violation of any applicable law (including Environmental Laws (as defined in the Prepetition First Lien Credit Agreement)) that could, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, or (b) is subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

J. **Payment of Taxes**. All United States federal, state and all other material tax returns and reports of the Debtors and their subsidiaries required to be filed by any of them have been timely filed, and all taxes due and payable and all assessments, fees and other governmental charges upon the Debtors and their subsidiaries and upon their respective properties, assets, income, businesses and franchises that are due and payable have been paid when due and payable, other than any taxes the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the applicable Debtor and/or its applicable subsidiary, or taxes the nonpayment for which is excused, permitted, or required by the Bankruptcy Code or stayed by the Chapter 11 Cases. With respect to the DIP Collateral, no Debtor is aware of any proposed material tax assessment against any Debtor with respect to United States federal, state or municipal taxes.

K. **Properties**. Each Debtor and each of their subsidiaries has (i) good, sufficient and legal title to (in the case of fee interests in real property), (ii) valid leasehold interests in (in the case of leasehold interests in real or personal property), (iii) valid licensed rights in (in the case of licensed interests in intellectual property), and (iv) good title to (in the case of all other personal property), all of their respective properties and assets, in each case except for minor defects in title that do not interfere with its ability to conduct its business as

currently conducted or to utilize such properties and assets for their intended purposes and assets disposed of as otherwise permitted under clause (iii) under the heading "Negative Covenants" in this DIP Term Sheet. Except for Permitted Liens, all such properties and assets are free and clear of liens.

L. **Environmental Matters**. None of the Debtors nor any of their subsidiaries nor any of their respective Facilities (as defined in the Prepetition First Lien Credit Agreement) or operations are subject to any outstanding written order, consent decree or settlement agreement with any person relating to the violation of any Environmental Law, any Environmental Claim, or any Hazardous Materials Activity (in each case as defined in the Prepetition First Lien Credit Agreement) that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect. None of the Debtors nor any of their subsidiaries has received any letter or request for information under Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9604) or any comparable state law. There are and, to each of the Debtors' and their subsidiaries' knowledge, have been, no conditions, occurrences, or Hazardous Materials Activities that would reasonably be expected to form the basis of an Environmental Claim against any Debtor or any of their subsidiaries that, individually or in the aggregate, would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. None of the Debtors nor any of their subsidiaries nor, to any Debtor's knowledge, any predecessor of any Debtor or any of their subsidiaries has filed any notice under any Environmental Law indicating past or present treatment of Hazardous Materials (as defined in the Prepetition First Lien Credit Agreement) at any Facility in violation of applicable law, and none of the Debtors' or any of their subsidiaries' operations involves the generation, transportation, treatment, storage or disposal of hazardous waste, as defined under 40 C.F.R. Parts 260-270 or any state equivalent, except to the extent that such operations are undertaken in material compliance with law. Compliance with all current or reasonably foreseeable future requirements pursuant to or under Environmental Laws could not be reasonably expected, individually or in the aggregate, to have a Material Adverse Effect. No event or condition has occurred or is occurring with respect to any Debtor or any of their subsidiaries relating to the violation of any Environmental Law, any Release (as defined in the Prepetition First Lien Credit Agreement) of Hazardous Materials, or any Hazardous Materials Activity that individually or in the aggregate has had, or could reasonably be expected to have, a Material Adverse Effect.

M. **No Defaults.**

1. No event shall have occurred and be continuing or would result from the consummation of the Initial Draw or the Delayed Draw (as applicable) that would constitute an Event of Default or a Default.

2. None of the Debtors nor any of their subsidiaries is in default in the performance, observance or fulfillment of any of the material obligations, covenants or conditions contained in any material agreement, and no condition exists that, with the giving of notice or the lapse of time or both, could constitute such a default, except where the consequences, direct or indirect, of such default or defaults, if any, individually or in the aggregate, would not reasonably be expected to

result in a Material Adverse Effect or liability of the Debtors or any of their subsidiaries in excess of $2,500,000, individually or $5,000,000 in the aggregate for all such defaults, in each case as modified as necessary to reflect the commencement and administration of the Chapter 11 Cases and the Debtors' financial condition.

N. **Budget**. Attached to the Interim DIP Order as Schedule 1 is a true and complete copy of the initial DIP Budget, which shall be updated from time to time in accordance with the procedures specified in the DIP Orders; provided, that the total amount of New Money DIP Loans provided pursuant to the DIP Budget shall not exceed the total amount of the New Money DIP Commitments authorized by the DIP Orders.

O. **Governmental Regulation**. No Debtor is required to be registered as an "investment company" under the Investment Company Act of 1940, as amended.

P. **Federal Reserve Regulations; Exchange Act.**

1. None of the Debtors nor any of their subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any Margin Stock (as defined in the Prepetition First Lien Credit Agreement).

2. No portion of the proceeds of the Initial Draw or Delayed Draw has been or will be used in any manner, whether directly or indirectly, that causes or could reasonably be expected to cause, the Initial Draw or Delayed Draw, as applicable, or the application of such proceeds to violate Regulation T, Regulation U or Regulation X of the Board of Governors or any other regulation thereof or to violate the Securities Exchange Act of 1934, as amended.

Q. **Employee Matters**. None of the Debtors nor any of their subsidiaries is engaged in any unfair labor practice that would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or liability of any Debtor or any of their subsidiaries in excess of $2,500,000, individually, or $5,000,000, in the aggregate for all such practices, in each case during the term of the DIP Facility. There is (i) no unfair labor practice complaint pending against any Debtor or any of their subsidiaries, or to the best knowledge of the Debtors, threatened against any of them before the National Labor Relations Board and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement that is so pending against any Debtor or any of their subsidiaries or to the best knowledge of the Debtors, threatened against any of them, (ii) no strike or work stoppage in existence or threatened involving any Debtor or any of their subsidiaries, and (iii) to the best knowledge of the Debtors, no union representation question existing with respect to the employees of any Debtor or any of their subsidiaries and, to the best knowledge of the Debtors, no union organization activity that is taking place, except (with respect to any matter specified in clauses (i), (ii) or (iii) above, either individually or in the aggregate) such as is not reasonably likely to have a Material Adverse Effect or result in liabilities in excess of $2,500,000, individually, or $5,000,000, in the aggregate for all such liabilities. No Debtor has incurred any liability or

obligation under the Worker Adjustment and Retraining Notification Act or any similar federal or state law that remains unpaid or unsatisfied and would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or is in excess of $2,500,000, individually, or $5,000,000, in the aggregate for all such liabilities.

R. **Employee Benefit Plans**.

1. Each Debtor, each of their subsidiaries and each of their respective ERISA Affiliates (as defined in the Prepetition First Lien Credit Agreement) are in compliance with all applicable provisions and requirements of ERISA (as defined in the Prepetition First Lien Credit Agreement) and the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") and the regulations and published interpretations thereunder with respect to each Employee Benefit Plan (as defined in the Prepetition First Lien Credit Agreement), and have performed all their obligations under each Employee Benefit Plan. Each Employee Benefit Plan that is intended to qualify under Section 401(a) of the Internal Revenue Code has received a favorable determination letter from the Internal Revenue Service indicating that such Employee Benefit Plan is so qualified and nothing has occurred subsequent to the issuance of such determination letter that would cause such Employee Benefit Plan to lose its qualified status.

2. No liability to the PBGC (other than required premium payments), the Internal Revenue Service, any Employee Benefit Plan or any trust established under Title IV of ERISA has been or is expected to be incurred by any Debtor, any of their subsidiaries or any of their ERISA Affiliates. No ERISA Event (as defined in the Prepetition First Lien Credit Agreement) has occurred or is reasonably expected to occur. Except to the extent required under Section 4980B of the Internal Revenue Code or similar state laws, no Employee Benefit Plan provides health or welfare benefits (through the purchase of insurance or otherwise) for any retired or former employee of any Debtor, any of their subsidiaries or any of their respective ERISA Affiliates.

3. The present value of the aggregate benefit liabilities under each Pension Plan (as defined in the Prepetition First Lien Credit Agreement) sponsored, maintained or contributed to by any Debtor, any of their subsidiaries or any of their ERISA Affiliates (determined as of the end of the most recent plan year on the basis of the actuarial assumptions specified for funding purposes in the most recent actuarial valuation for such Pension Plan), did not exceed the aggregate current value of the assets of such Pension Plan.

4. As of the most recent valuation date for each Multiemployer Plan for which the actuarial report is available, the potential liability of any Debtor, their subsidiaries and their respective ERISA Affiliates for a

complete withdrawal from such Multiemployer Plan (within the meaning of Section 4203 of ERISA), when aggregated with such potential liability for a complete withdrawal from all Multiemployer Plans, based on information available pursuant to Section 4221(e) of ERISA is zero. Each Debtor, each of their subsidiaries and each of their ERISA Affiliates have complied with the requirements of Section 515 of ERISA with respect to each Multiemployer Plan and are not in material "default" (as defined in Section 4219(c)(5) of ERISA) with respect to payments to a Multiemployer Plan.

S. **Compliance with Statutes, Etc**. Each Debtor and each of their subsidiaries is in compliance in all material respects with all applicable law.

T. **Disclosure**. No representation or warranty of any Debtor contained in this DIP Term Sheet or any other DIP Document or in any other documents, certificates or written statements furnished to the DIP Agent or any DIP Lender by or on behalf of any Debtor or any of their subsidiaries (other than projections, pro forma financial information and information of a general economic or industry nature) for use in connection with the Restructuring Transactions contains, as of the date furnished, any known untrue statement of a material fact or omits to state a material fact (known to such Debtor, in the case of any document not furnished by it) necessary in order to make the statements contained herein or such documents, certificates or statements, when taken as a whole, not materially misleading in light of the circumstances in which the same were made. Any projections and pro forma financial information contained in such materials are based upon good faith estimates and assumptions believed by the Debtors to be reasonable at the time made, it being recognized by the DIP Lenders that such projections as to future events are not to be viewed as facts and that actual results during the period or periods covered by any such projections may differ from the projected results and such differences may be material. There are no facts known to any Debtor (other than matters of a general economic or industry nature) that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect and that have not been disclosed herein or in such other documents, certificates and statements furnished or publicly available to the DIP Lenders for use in connection with the transactions contemplated hereby.

U. **Sanctions; Anti-Corruption and Anti-Bribery Laws; Anti-Terrorism and Anti-Money Laundering Laws; Etc.**

1. None of the Debtors, any of their subsidiaries, or any of their respective directors, officers or, to the knowledge of any Debtor, employees, agents, advisors, or affiliates is a Sanctioned Person (as defined in the Prepetition First Lien Credit Agreement). Each of the Debtors and each of their subsidiaries and their respective directors, officers and, to the knowledge of any Debtor, employees, agents, advisors and affiliates is in compliance with all and has not violated any (i) Sanctions, (ii) Anti-Corruption and Anti-Bribery Laws, or (iii) Anti-Terrorism and Anti-Money Laundering Laws (in each case, as defined in the Prepetition First Lien Credit Agreement). No part of the proceeds of the Initial Draw

or Delayed Draw has been or will be used, directly or indirectly, (A) for the purpose of financing any activities or business of or with any Sanctioned Person or in any Sanctioned Country (as defined in the Prepetition First Lien Credit Agreement), (B) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value to any person in violation of any Anti-Corruption and Anti-Bribery Laws, or (C) otherwise in any manner that would result in a violation of Sanctions, Anti-Terrorism and Anti-Money Laundering Laws, or Anti-Corruption and Anti-Bribery Laws by any person.

2. Each Debtor and each of their subsidiaries have established and currently maintain policies, procedures and controls that are reasonably designed (and otherwise comply with applicable law) to ensure that each of the Debtors, their subsidiaries, and their controlled affiliates, and each of their respective directors, officers, employees and agents, is and will continue to be in material compliance with all applicable current and future Sanctions, Anti-Terrorism and Anti-Money Laundering Laws, and Anti-Corruption and Anti-Bribery Laws.

V. **Healthcare and FDA Matters.**

1. All pre-clinical and clinical studies, tests and trials conducted by or on behalf of or sponsored by any Debtor or any of their subsidiaries, or in which any Debtor or any of their subsidiaries have participated with respect to their products and product candidates, were, and if still pending are, being conducted in all material respects in accordance with all applicable Healthcare Laws, Governmental Authorizations (in each case, as defined in the Prepetition First Lien Credit Agreement) and any applicable rules, regulations, and policies to which such studies, tests or trials are or were subject. Neither any Debtor nor any of their subsidiaries has received any written notices, correspondence or other communications from any Governmental Entity, institutional review board or other entity having authority over the conduct of such studies, tests, or trials requiring or threatening the termination, material modification, clinical hold or suspension of any such studies, tests or trials being conducted or proposed to be conducted by or on behalf of such Debtor or any of its subsidiaries, other than ordinary course communications with respect to modifications in connection with the design and implementation of such studies, tests or trials, and, to the knowledge of the Debtors, there are no reasonable grounds for the same.

2. Each of the Debtors and each of their subsidiaries has operated and currently is in compliance in all material respects with all applicable Healthcare Laws, including, without limitation, the statutes, rules and regulations enforced by the FDA, the U.S. Department of Health and Human Services Office of Inspector General, the Centers for Medicare

& Medicaid Services, the Office for Civil Rights, the Department of Justice or any other Governmental Entity having jurisdiction over the Debtors, their subsidiaries or any of their respective properties. Neither any Debtor nor any of their subsidiaries (i) has received any FDA Form-483, notice of adverse finding, warning letter, untitled letter or other correspondence or notice from the FDA or any other Governmental Entity alleging or asserting noncompliance in any material respect with any Healthcare Laws applicable to any Debtor or any of their subsidiaries, or (ii) is a party to or has any ongoing reporting obligations pursuant to any corporate integrity agreements, deferred or non-prosecution agreements, monitoring agreements, consent decrees, settlement orders, plans of correction or similar agreements with or imposed by any Governmental Entity. None of the Debtors, their subsidiaries or any of their respective officers or directors or, to the knowledge of the Debtors, their independent contractors, has been excluded, suspended or debarred from participation in any U.S. federal healthcare program or human clinical research or, is subject to a governmental inquiry, investigation, proceeding, or other similar action that would reasonably be expected to result in debarment, suspension or exclusion.

3. The manufacture of the Debtors' and their subsidiaries' products and product candidates, whether by or on behalf of such Debtor or any of its subsidiaries, is being conducted in compliance in all material respects with all applicable Healthcare Laws. Since April 1, 2021, no manufacturing facility for the products and product candidates of the Debtors and their subsidiaries (whether a Facility or a contract manufacturing site for such products or product candidates) has been subject to any Governmental Entity shutdown. There have been no material recalls, field notifications, field corrections, market withdrawals or replacements, warnings, "dear doctor" letters, investigator notices, safety alerts or other comparable notice or action relating to an alleged lack of safety, efficacy, quality or regulatory compliance of the Debtors' or their subsidiaries' products (collectively, "Safety Notices"). To the knowledge of the Debtors, there are no facts that would be reasonably likely to result in (A) a material Safety Notice with respect to any Debtor's or any of its subsidiaries' products, (B) a material change in labeling of any Debtor's or its subsidiaries' products, or (C) a termination or suspension of marketing or testing of any of the Debtors' or any of their subsidiaries' products.

4. Each of the Debtors and each of their subsidiaries (i) possesses all Governmental Authorizations necessary to conduct the businesses now operated by it, and, subject to the entry of the DIP Orders, for the execution, delivery and performance by and enforcement against such Debtor of this DIP Term Sheet and the other DIP Documents and (ii) is in compliance in all material respects with the terms and conditions of

all such Governmental Authorizations. All such Governmental Authorizations are in full force and effect, and to the knowledge of the Debtors, no event has occurred which allows, or after notice or lapse of time would reasonably be expected to allow, revocation, termination, or material impairment of the rights of the holder of any material Governmental Authorization. None of the Debtors nor any of their subsidiaries has received notice of proceedings relating to the revocation or material adverse modification of any such material Governmental Authorizations and to the knowledge of the Debtors, no Governmental Entity granting any such material Governmental Authorization has taken any action to limit, suspend or revoke the same in any material respect.

5. All material reports, statements, documents, registrations, filings, or submissions required to be filed by any Debtor or any of their subsidiaries with any Governmental Entity have been so filed, properly maintained, and/or amended when required by applicable law, including all applicable Healthcare Laws. All such reports, statements, documents, registrations, submissions and filings were accurate, complete in all material respects and in material compliance with applicable law, including all applicable Healthcare Laws, when filed, or as amended or supplemented, and no material deficiencies have been asserted by any such Governmental Entity with respect to such reports and filings other than in the ordinary course of business. None of the Debtors has received any written notice that the FDA (i) has withdrawn, or intends to withdraw, the approval of any labeled indication of selinexor tablets or adversely modify, limit or restrict selinexor's approved indications for use; or (ii) has identified any serious adverse events or other material events or material trends with respect to the safety or efficacy of selinexor that would reasonably be expected to lead to the material withdrawal, restriction, limitation or adverse modification of any labeled indication of selinexor.

Annex C

Priorities

The following chart sets forth the relative priority of the liens and claims described in this DIP Term Sheet. Capitalized terms used in this Annex C and not defined in this DIP Term Sheet have the meanings given to them in the DIP Orders. In the event of any conflict between this chart and the DIP Orders, the terms of the applicable DIP Order shall govern. Liens and claims of the Prepetition Notes Secured Parties and the Prepetition Royalty Secured Parties listed at the same priority level shall rank pari passu with each other, and any proceeds thereof shall be applied as between them in accordance with Section 4.1 of the Intercreditor Agreement, mutatis mutandis and, with respect to the Prepetition Notes Secured Parties, in accordance with Section 3.4 of the Collateral Trust Agreement, mutatis mutandis. Nothing in this Annex C amends, alters or modifies the Intercreditor Agreement or the Collateral Trust Agreement, each of which shall remain in full force and effect in accordance with section 510(a) of the Bankruptcy Code.

Priority	Liens on Prepetition Non-Royalty Collateral (Including Cash Collateral)	Liens on Prepetition Royalty Collateral	Liens on Unencumbered Collateral	Claims Against All Debtor Assets
1	Carve-Out; Permitted Prior Liens	Carve-Out; Permitted Prior Liens	Carve-Out	Carve-Out
2	DIP Liens	DIP Liens	DIP Liens	DIP Superpriority Claims
3	First Lien Adequate Protection Liens	First Lien Adequate Protection Liens	First Lien Adequate Protection Liens	First Lien 507(b) Claims
4	Prepetition 1L Liens	Prepetition 1L Liens	Notes Adequate Protection Liens; Royalty Adequate Protection Liens	Notes 507(b) Claims; Royalty 507(b) Claims
5	Notes Adequate Protection Liens	Notes Adequate Protection Liens; Royalty Adequate Protection Liens	None	All other administrative expense claims
6	Prepetition 2L Notes Liens	Prepetition 2L Notes Liens; Prepetition 2L Royalty Liens	None	None
7	Royalty Adequate Protection Liens	None	None	None

Exhibit B

Lien Priority Ranking

The following chart sets forth the relative priority of the liens and claims granted or described in this Interim Order. In the event of any conflict between this chart and the text of this Interim Order, the text of this Interim Order shall control. Nothing in this **Exhibit B** amends, alters, or modifies the Intercreditor Agreements, each of which shall remain in full force and effect in accordance with section 510(a) of the Bankruptcy Code.

Priority	Liens on Prepetition Non-Royalty Collateral (Including Cash Collateral)	Liens on Prepetition Royalty Collateral	Liens on Unencumbered Collateral	Claims Against All Debtor Assets
1	Carve-Out; Permitted Prior Liens	Carve-Out; Permitted Prior Liens	Carve-Out	Carve-Out
2	DIP Liens	DIP Liens	DIP Liens	DIP Superpriority Claims
3	First Lien Adequate Protection Liens	First Lien Adequate Protection Liens	First Lien Adequate Protection Liens	First Lien 507(b) Claims
4	Prepetition 1L Liens	Prepetition 1L Liens	Notes Adequate Protection Liens; Royalty Adequate Protection Liens	Notes 507(b) Claims; Royalty 507(b) Claims
5	Notes Adequate Protection Liens	Notes Adequate Protection Liens; Royalty Adequate Protection Liens	None	All other administrative expense claims
6	Prepetition 2L Notes Liens	Prepetition 2L Notes Liens; Prepetition 2L Royalty Liens	None	None
7	Royalty Adequate Protection Liens	None	None	None

Schedule 1

Initial Budget

Consolidated Weekly Cash Flow Forecast

Initial DIP Budget

$ in millions

Week Number	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	
Week Beginning	2-Nov	9-Nov	16-Nov	23-Nov	30-Nov	7-Dec	14-Dec	21-Dec	28-Dec	4-Jan	11-Jan	18-Jan	25-Jan	13-Week
Week Ending	8-Nov	15-Nov	22-Nov	29-Nov	6-Dec	13-Dec	20-Dec	27-Dec	3-Jan	10-Jan	17-Jan	24-Jan	31-Jan	Total
RECEIPTS														
Collections	$ 1.8	$ 2.6	$ 1.9	$ 2.4	$ 3.9	$ 2.0	$ 3.5	$ 1.6	$ 2.9	$ 2.4	$ 2.4	$ 2.4	$ 2.4	$ 32.3
Other Inflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts	**$ 1.8**	**$ 2.6**	**$ 1.9**	**$ 2.4**	**$ 3.9**	**$ 2.0**	**$ 3.5**	**$ 1.6**	**$ 2.9**	**$ 2.4**	**$ 2.4**	**$ 2.4**	**$ 2.4**	**$ 32.3**
DISBURSEMENTS														
Operating Disbursements														
Compensation & Benefits	$ (0.5)	$ (2.1)	$ -	$ (2.6)	$ -	$ -	$ (2.1)	$ -	$ (5.8)	$ -	$ (2.5)	$ -	$ (2.5)	$ (18.1)
Accounts Payable	(8.0)	(3.3)	(4.5)	(2.8)	(2.5)	(3.6)	(1.5)	(1.5)	(10.4)	(2.4)	(3.0)	(2.4)	(2.4)	(48.5)
Total - Operating Disbursements	$ (8.5)	$ (5.4)	$ (4.5)	$ (5.4)	$ (2.5)	$ (3.6)	$ (3.6)	$ (1.5)	$ (16.2)	$ (2.4)	$ (5.6)	$ (2.4)	$ (4.9)	$ (66.6)
Professional Fees														
Advisors	$ (1.8)	$ (1.8)	$ (1.8)	$ (1.8)	$ (1.3)	$ (1.3)	$ (1.3)	$ (1.3)	$ (1.3)	$ (1.1)	$ (1.1)	$ (1.1)	$ (11.0)	$ (28.0)
Bankruptcy Admin	(0.1)	(0.1)	(0.1)	(0.1)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.4)
Total - Professional Fees	$ (1.9)	$ (1.9)	$ (1.9)	$ (1.9)	$ (1.3)	$ (1.3)	$ (1.3)	$ (1.3)	$ (1.3)	$ (1.1)	$ (1.1)	$ (1.1)	$ (11.0)	$ (28.4)
Total Disbursements	**$ (10.4)**	**$ (7.3)**	**$ (6.4)**	**$ (7.2)**	**$ (3.8)**	**$ (4.9)**	**$ (4.9)**	**$ (2.8)**	**$ (17.5)**	**$ (3.6)**	**$ (6.7)**	**$ (3.6)**	**$ (15.9)**	**$ (95.0)**
Net Cash Flow	**$ (8.6)**	**$ (4.7)**	**$ (4.5)**	**$ (4.8)**	**$ 0.1**	**$ (3.0)**	**$ (1.4)**	**$ (1.2)**	**$ (14.7)**	**$ (1.2)**	**$ (4.3)**	**$ (1.2)**	**$ (13.5)**	**$ (62.8)**
LIQUIDITY ROLLFORWARD[1]														
Beginning Cash	$ 7.8	$ 24.2	$ 19.6	$ 15.1	$ 10.3	$ 40.4	$ 37.4	$ 36.0	$ 34.8	$ 20.1	$ 19.0	$ 14.7	$ 13.5	$ 7.8
Net Cash Flow	(8.6)	(4.7)	(4.5)	(4.8)	0.1	(3.0)	(1.4)	(1.2)	(14.7)	(1.2)	(4.3)	(1.2)	(13.5)	(62.8)
DIP Draw	25.0	-	-	-	30.0	-	-	-	-	-	-	-	-	55.0
Ending Cash	**$ 24.2**	**$ 19.6**	**$ 15.1**	**$ 10.3**	**$ 40.4**	**$ 37.4**	**$ 36.0**	**$ 34.8**	**$ 20.1**	**$ 19.0**	**$ 14.7**	**$ 13.5**	**$ -**	**$ -**

1. Excludes $315k of restricted cash