

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

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In re:

ANAGRAM HOLDINGS, LLC, *et al.*,<sup>1</sup>

Debtors.

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)  
) Chapter 11  
)  
) Case No. 23-90901 (MI)  
)  
) (Jointly Administered)  
)

**INTERIM ORDER (I) AUTHORIZING  
THE DEBTORS TO (A) CONTINUE TO  
OPERATE THEIR CASH MANAGEMENT SYSTEM,  
(B) HONOR CERTAIN PREPETITION OBLIGATIONS  
RELATED THERETO, (C) MAINTAIN EXISTING BUSINESS  
FORMS AND BOOKS AND RECORDS, AND (D) CONTINUE TO PERFORM  
INTERCOMPANY TRANSACTIONS AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Interim Order”) (a) authorizing, but not directing, the Debtors to (i) continue to operate the Cash Management System (including, for the avoidance of doubt, the continuation of Cash Dominion), (ii) honor certain prepetition obligations related thereto, (iii) maintain existing Business Forms and Books and Records in the ordinary course of business, and (iv) continue to perform Intercompany Transactions consistent with past practices and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Anagram Holdings, LLC (8535); Anagram International, Inc. (2523) and Anagram International Holdings, Inc. (5837). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 7700 Anagram Drive, Eden Prairie, MN 55344. For the avoidance of doubt, the Debtors’ chapter 11 cases are not proposed to be consolidated with the Party City debtors which emerged from chapter 11 cases in this Court on October 12, 2023. *See In re Party City Holdco Inc., et. al.*, Case No. 23-90005 (MI). Any reference herein to the Debtors does not include the debtor-entities that were administered in the Party City chapter 11 cases.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.



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and the Amended Standing Order; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. § 1408; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The final hearing on the Motion shall be on [\_\_\_\_], 2023, at[\_\_\_\_\_]: \_\_\_\_\_].m., prevailing Central Time. Any objections or responses to entry of the Final Order on the Motion shall be filed on or before [4:00] p.m., prevailing Central Time, on [\_\_\_\_], 2023. If no objections to entry of the Final Order on the Motion are timely received, the Court may enter such Final Order without need for the final hearing.

2. Unless otherwise provided in this Interim Order, the Debtors are authorized, but not directed, to continue operating the Cash Management System, honor their prepetition obligations related thereto, maintain existing Business Forms and Books and Records, and continue to perform Intercompany Transactions in the ordinary course of business and consistent with historical practice; *provided* that the Debtors shall provide reasonable notice to counsel to the Ad Hoc Group of any material changes to their Cash Management System.

3. The Debtors are authorized, but not directed, to: (a) continue to use, with the same

account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on Schedule 1 attached thereto; (b) use, in their present form, all preprinted correspondence and Business Forms (including letterhead); *provided* that once the Debtors' existing check stock and preprinted stock of Business Forms has been exhausted, the Debtors shall include, or direct others to include, the designation "Debtor-in-Possession" and the corresponding bankruptcy case number on all checks and Business Forms as soon as it is reasonably practicable to do so; provided further that with respect to any Business Forms that are generated electronically, the Debtors shall use reasonable efforts to ensure that such electronic Business Forms are clearly labeled "Debtor In Possession" within ten (10) business days; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (e) pay the Bank Fees and the Processing Fees, including any prepetition and postpetition amounts, and any ordinary course Bank Fees and Processing Fees incurred in connection with the Bank Accounts; and (f) to otherwise perform their obligations under the documents governing the Bank Accounts.

4. Those certain prepetition deposit, cash management, and treasury services agreements existing between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks and, subject to applicable bankruptcy or other law, all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, collateral and offset rights and remedies afforded under such agreements, shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with any Bank (including, for the avoidance of doubt, any rights of a Bank to use funds from the Bank Accounts to remedy any overdraft of another Bank Account or other

cash management obligations, whether prepetition or postpetition, to the extent permitted under the applicable agreement), unless the Debtors and such Bank agree otherwise. Any other legal rights and remedies afforded to the Banks under applicable law shall be preserved, subject to applicable bankruptcy law.

5. The Debtors are authorized, but not directed, to continue to use in the ordinary course of business the Corporate Card Programs, subject to any terms and conditions under the applicable servicing agreements (including the Corporate Card Agreements), on a postpetition basis. The Debtors are authorized, but not directed, to (i) honor all past and future obligations arising under the Corporate Card Programs (the “Corporate Card Obligations”) and (ii) make timely payments in respect of all Corporate Card Obligations, whether arising prepetition or postpetition.

6. To the extent any of the Debtors’ Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee’s requirements or guidelines, the Debtors shall have until December 21, 2023, without prejudice to seeking an additional extension or waiver, to come into compliance with section 345(b) of the Bankruptcy Code; *provided* that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the period referenced above by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court’s docket without the need for further Court order.

7. The Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card or debit card payments, and ACH transfers issued and drawn

on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be. The Debtors and the Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and procedures related thereto in the ordinary course of business, including the closing of Bank Accounts or the opening of new bank accounts. The Debtors are authorized, but not directed, to open new bank accounts so long as (a) any such new account is with one of the Debtors' existing Banks or with a bank that is (i) insured with the FDIC or the Federal Savings and Loan Insurance Corporation, (ii) designated as an authorized depository by the U.S. Trustee pursuant to the U.S. Trustee Guidelines, (iii) agrees to be bound by the terms of this Interim Order, and (iv) designated as a "debtor in possession" account by the relevant bank; and (b) the Debtors provide notice within ten days to counsel to the Ad Hoc Group of the opening of such account; *provided, further* that such opening shall be timely indicated on the Debtors' monthly operating reports.

8. Each of the Banks is authorized to debit the Bank Accounts in the ordinary course of business without the need for further order of this Court for: (a) all checks, items, and other payment orders drawn on the Bank Accounts that are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Bank's receipt of notice of the Petition Date or that are required to be honored by the Banks pursuant to applicable local law; (b) all checks, automated clearing house entries, and other items deposited in or credited to one of the Bank Accounts with such Bank prior to the Petition Date that have been dishonored, reversed or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

9. The Debtors are authorized, but not directed, to: (a) pay undisputed prepetition amounts outstanding as of the Petition Date, if any, owed in the ordinary course to the Banks as service charges for the maintenance of the Cash Management System; and (b) reimburse the Banks for any claims arising before or after the Petition Date in connection with customer checks deposited with the Banks that have been dishonored or returned as a result of insufficient funds in the Bank Accounts in the ordinary course of business, to the same extent the Debtors were responsible for such items prior to the Petition Date.

10. Subject to the applicable DIP Order (as defined below) and the documents governing the DIP Notes Facility and the DIP ABL Facility, immediately upon entry of this Interim Order, Wells Fargo is authorized, but not obligated or directed, without further order of this Court, to recommence the automatic transfers, or “sweeps,” in the Collection Account subject to Cash Dominion without regard to whether the funds swept and/or transferred include funds deposited prior to the Petition Date.

11. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Bank.

12. The Debtors are authorized, but not directed, to promptly place stop payments on any unauthorized prepetition checks or ACH payments that should not be honored by a Bank. Any Bank that is provided with notice of this Interim Order shall not honor or pay any bank payments drawn on any listed Bank Account or otherwise issued before the Petition Date for which the Debtors specifically issue a stop payment order in accordance with the documents governing such Bank Accounts.

13. Subject to the terms set forth herein, any bank, including a Bank, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors or (b) in a good faith belief that this Court has authorized such prepetition check or item to be honored shall be deemed to be, nor shall be liable to the Debtors or their estates on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

14. Notwithstanding anything to the contrary in any other order of this Court, any bank, including the Banks, is (a) authorized to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold the Debtors' funds in accordance with the Debtors' instructions, (b) authorized to accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored, consistent with any order of this Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated prior to, on, or subsequent to the Petition Date, and (c) not bound by any duty to independently inquire as to whether such payments are authorized by an order of this Court; *provided* that the Banks shall not have any liability to any party for relying on such representations.

15. The Debtors are authorized, but not directed, to coordinate with the Banks to implement reasonable handling procedures designed to effectuate the terms of this Interim Order. No Bank that implements such handling procedures and then honors a prepetition check or other item drawn on any Bank Account that is the subject of this Interim Order either (a) in good faith

belief that the Court has authorized such prepetition check or item to be honored or (b) as a result of an innocent mistake made despite implementation of such handling procedures, shall be deemed to be liable to the Debtors or their estates otherwise in violation of this Interim Order.

16. As soon as practicable after entry of this Interim Order, the Debtors shall serve a copy of this Interim Order on the Banks.

17. The Debtors are authorized, but not directed, to continue Intercompany Transactions arising from or related to the operation of their business in the ordinary course, including Intercompany Transactions with non-Debtor affiliates. The Debtors are authorized, but not directed, to enter into, engage in, and satisfy any payments in connection with any Intercompany Transaction, including any Intercompany Transaction with non-Debtor affiliates, and to take any actions related thereto, in each case on the same terms as, and materially consistent with, the Debtors' operation of the businesses in the ordinary course during the prepetition period. The Debtors are authorized, but not directed, to set off mutual postpetition obligations relating to intercompany receivables and payables through the Cash Management System in the ordinary course of business consistent with prepetition practices and subject to preexisting agreements. All Intercompany Claims arising after the Petition Date are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code; *provided* that all Intercompany Claims shall be junior and subordinate to any superpriority administrative expense claims or liens granted under the DIP Order, including DIP Superpriority Claims, DIP Liens, Adequate Protection 507(b) Claims, Adequate Protection Liens, and the Carve-Out (each as defined in the DIP Order).

18. The Debtors shall maintain accurate and complete records of all transfers within the Cash Management System, including without limitation Intercompany Transactions, so that all post-petition 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. The Debtors shall (a) maintain records of all Intercompany Transactions, and (b) make such records available, on a confidential basis, to the Ad Hoc Group, the U.S. Trustee, the DIP ABL Agent (as defined in the DIP Order) and any statutory committee upon request. To the extent that the transfers within the Cash Management system are disbursements, they will be noted and reflected on the monthly operating reports and post confirmation reports filed by Debtors. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity makes the disbursements or pays those disbursements.

19. For the avoidance of doubt, the relief granted in this Interim Order with respect to the postpetition Intercompany Transactions and the intercompany balances resulting therefrom shall not constitute a finding as to the validity, priority, or status of any prepetition intercompany balance or any Intercompany Transaction from which such intercompany balance may have arisen, and the Debtors expressly reserve any and all rights with regard to the validity, priority, or status of any prepetition intercompany balance or any Intercompany Transaction from which such intercompany balance may have arisen. The Debtors also expressly reserve any and all rights to contest the validity, priority, or status of any prepetition intercompany balance or any Intercompany Transaction from which such intercompany balance may have arisen.

20. The Debtors are not authorized hereunder to pay any prepetition obligations owing to a non-Debtor affiliate; provided that all rights of setoff (and defenses thereto) are fully preserved.

21. Nothing contained in the Motion or this Interim Order shall be construed to (a) alter or impair any security interest or the validity, priority, enforceability, or perfection thereof, in favor

of any person or entity that existed as of the Petition Date or that arises after the Petition Date or (b) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date.

22. The banks and financial institutions on which checks were drawn or electronic fund transfer requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic fund transfer requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic fund transfer requests as approved by this Interim Order.

23. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

24. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in the Motion or this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security

interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

25. Notwithstanding the relief granted in this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the DIP Motion, filed substantially contemporaneously herewith (collectively, such interim and final orders, the "DIP Order"), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order, the DIP Notes Documents (as defined in the DIP Order), or the DIP ABL Agreement (as defined in the DIP Order). To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Interim Order or any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

26. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

27. Notice of the Motion as provided therein is hereby deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

28. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

29. The Debtors are authorized, but not directed, to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

30. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Houston, Texas

Dated: \_\_\_\_\_, 2023

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UNITED STATES BANKRUPTCY JUDGE

**Schedule 1****Bank Accounts**

<b>Debtor</b>	<b>Bank</b>	<b>Account Number (Last 4 Digits)</b>	<b>Account Designation</b>	<b>Approximate Balance as of the Petition Date</b>
Anagram International, Inc	Wells Fargo	2726	Collection Account	\$0
Anagram International, Inc	Wells Fargo	2742	Disbursements Account	\$(1,407,842.54)
Anagram International, Inc	Wells Fargo	2734	Master Concentration Account	\$6,917,609.65
Anagram International, Inc	Wells Fargo	2759	DIP Notes Proceeds Account	\$79,536.56
Anagram International, Inc	Wells Fargo	2767	Restricted Cash Account	\$1,000,000.00
Anagram International, Inc	Bank of America	8408	Checking Account	\$14,771.13
Anagram International, Inc	Bank of America	2566	Disbursements Account	\$0
Anagram International, Inc	Bank of America	0057	Master Account	\$27,597.57
Anagram International, Inc	Bank of America	3407	Collateral Account	\$50,003.64

forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the Amended Standing Order; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. § 1408; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The final hearing on the Motion shall be on [\_\_\_], 2023, at[\_\_\_\_\_:\_\_\_\_\_.m., prevailing Central Time. Any objections or responses to entry of the Final Order on the Motion shall be filed on or before [4:00] p.m., prevailing Central Time, on [\_\_\_], 2023. If no objections to entry of the Final Order on the Motion are timely received, the Court may enter such Final Order without need for the final hearing.

2. Unless otherwise provided in this Interim Order, the Debtors are authorized, but not directed, to continue operating the Cash Management System, honor their prepetition obligations related thereto, maintain existing Business Forms and Books and Records, and continue to perform Intercompany Transactions in the ordinary course of business and consistent with historical practice; *provided* that the Debtors shall provide reasonable notice to counsel to

the Ad Hoc Group of any material changes to their Cash Management System.

23. The Debtors are authorized, but not directed, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on Schedule 1 attached thereto; (b) use, in their present form, all preprinted correspondence and Business Forms (including letterhead); *provided* that once the Debtors' existing check stock and preprinted stock of Business Forms has been exhausted, the Debtors shall include, or direct others to include, the designation "Debtor-in-Possession" and the corresponding bankruptcy case number on all checks and Business Forms as soon as it is reasonably practicable to do so; provided further that with respect to any Business Forms that are generated electronically, the Debtors shall use reasonable efforts to ensure that such electronic Business Forms are clearly labeled "Debtor In Possession" within ten (10) business days; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (e) pay the Bank Fees and the Processing Fees, including any prepetition and postpetition amounts, and any ordinary course Bank Fees and Processing Fees incurred in connection with the Bank Accounts; and (f) to otherwise perform their obligations under the documents governing the Bank Accounts.

34. Those certain prepetition deposit, cash management, and treasury services agreements existing between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks and, subject to applicable bankruptcy or other law, all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, collateral and offset rights and remedies afforded under such agreements, shall remain in full force and effect absent further order of the Court or, with respect

to any such agreement with any Bank (including, for the avoidance of doubt, any rights of a Bank to use funds from the Bank Accounts to remedy any overdraft of another Bank Account or other cash management obligations, whether prepetition or postpetition, to the extent permitted under the applicable agreement), unless the Debtors and such Bank agree otherwise. Any other legal rights and remedies afforded to the Banks under applicable law shall be preserved, subject to applicable bankruptcy law.

45. The Debtors are authorized, but not directed, to continue to use in the ordinary course of business the Corporate Card Programs, subject to any terms and conditions under the applicable servicing agreements (including the Corporate Card Agreements), on a postpetition basis. The Debtors are authorized, but not directed, to (i) honor all past and future obligations arising under the Corporate Card Programs (the “Corporate Card Obligations”) and (ii) make timely payments in respect of all Corporate Card Obligations, whether arising prepetition or postpetition.

56. To the extent any of the Debtors’ Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee’s requirements or guidelines, the Debtors shall have until December 21, 2023, without prejudice to seeking an additional extension or waiver, to come into compliance with section 345(b) of the Bankruptcy Code; *provided* that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the period referenced above by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court’s docket without the need for further Court order.

67. The Banks are authorized to continue to maintain, service, and administer the



Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card or debit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be. The Debtors and the Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and procedures related thereto in the ordinary course of business, including the closing of Bank Accounts or the opening of new bank accounts. The Debtors are authorized, but not directed, to open new bank accounts so long as (a) any such new account is with one of the Debtors' existing Banks or with a bank that is (i) insured with the FDIC or the Federal Savings and Loan Insurance Corporation, (ii) designated as an authorized depository by the U.S. Trustee pursuant to the U.S. Trustee Guidelines, (iii) agrees to be bound by the terms of this Interim Order, and (iv) designated as a "debtor in possession" account by the relevant bank; and (b) the Debtors provide notice within ten days to counsel to the Ad Hoc Group of the opening of such account; *provided, further* that such opening shall be timely indicated on the Debtors' monthly operating reports.

78. Each of the Banks is authorized to debit the Bank Accounts in the ordinary course of business without the need for further order of this Court for: (a) all checks, items, and other payment orders drawn on the Bank Accounts that are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Bank's receipt of notice of the Petition Date or that are required to be honored by the Banks pursuant to applicable local law; (b) all checks, automated clearing house entries, and other items deposited in or credited to one of the Bank Accounts with such Bank prior to the Petition Date that have been dishonored, reversed or returned unpaid for any reason, together with any fees and costs in connection

therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

~~8~~9. The Debtors are authorized, but not directed, to: (a) pay undisputed prepetition amounts outstanding as of the Petition Date, if any, owed in the ordinary course to the Banks as service charges for the maintenance of the Cash Management System; and (b) reimburse the Banks for any claims arising before or after the Petition Date in connection with customer checks deposited with the Banks that have been dishonored or returned as a result of insufficient funds in the Bank Accounts in the ordinary course of business, to the same extent the Debtors were responsible for such items prior to the Petition Date.

~~9~~10. Subject to the applicable DIP Order (as defined below) and the documents governing the DIP Notes Facility and the DIP ABL Facility, immediately upon entry of this Interim Order, Wells Fargo is authorized, but not obligated or directed, without further order of this Court, to recommence the automatic transfers, or “sweeps,” in the Collection Account subject to Cash Dominion without regard to whether the funds swept and/or transferred include funds deposited prior to the Petition Date.

~~10~~11. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Bank.

~~11~~12. The Debtors are authorized, but not directed, to promptly place stop payments on any unauthorized prepetition checks or ACH payments that should not be honored by a Bank. Any Bank that is provided with notice of this Interim Order shall not honor or pay any bank

payments drawn on any listed Bank Account or otherwise issued before the Petition Date for which the Debtors specifically issue a stop payment order in accordance with the documents governing such Bank Accounts.

~~12~~<sup>13</sup>. Subject to the terms set forth herein, any bank, including a Bank, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors or (b) in a good faith belief that this Court has authorized such prepetition check or item to be honored shall be deemed to be, nor shall be liable to the Debtors or their estates on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

~~13~~<sup>14</sup>. Notwithstanding anything to the contrary in any other order of this Court, any bank, including the Banks, is (a) authorized to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold the Debtors' funds in accordance with the Debtors' instructions, (b) authorized to accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored, consistent with any order of this Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated prior to, on, or subsequent to the Petition Date, and (c) not bound by any duty to independently inquire as to whether such payments are authorized by an order of this Court; *provided* that the Banks shall not have any liability to any party for relying on such representations.

~~14~~15. The Debtors are authorized, but not directed, to coordinate with the Banks to implement reasonable handling procedures designed to effectuate the terms of this Interim Order. No Bank that implements such handling procedures and then honors a prepetition check or other item drawn on any Bank Account that is the subject of this Interim Order either (a) in good faith belief that the Court has authorized such prepetition check or item to be honored or (b) as a result of an innocent mistake made despite implementation of such handling procedures, shall be deemed to be liable to the Debtors or their estates otherwise in violation of this Interim Order.

~~15~~16. As soon as practicable after entry of this Interim Order, the Debtors shall serve a copy of this Interim Order on the Banks.

~~16~~17. The Debtors are authorized, but not directed, to continue Intercompany Transactions arising from or related to the operation of their business in the ordinary course, including Intercompany Transactions with non-Debtor affiliates. The Debtors are authorized, but not directed, to enter into, engage in, and satisfy any payments in connection with any Intercompany Transaction, including any Intercompany Transaction with non-Debtor affiliates, and to take any actions related thereto, in each case on the same terms as, and materially consistent with, the Debtors' operation of the businesses in the ordinary course during the prepetition period. The Debtors are authorized, but not directed, to set off mutual postpetition obligations relating to intercompany receivables and payables through the Cash Management System in the ordinary course of business consistent with prepetition practices and subject to preexisting agreements. All Intercompany Claims arising after the Petition Date are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code; *provided* that all Intercompany Claims shall be junior and subordinate to any superpriority administrative expense claims or liens granted under the DIP Order, including DIP Superpriority Claims, DIP

Liens, Adequate Protection 507(b) Claims, Adequate Protection Liens, and the Carve-Out (each as defined in the DIP Order).

~~17~~18. The Debtors shall maintain accurate and complete records of all transfers within the Cash Management System, including without limitation Intercompany Transactions, so that all post-petition 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. The Debtors shall (a) maintain records of all Intercompany Transactions, and (b) make such records available, on a confidential basis, to the Ad Hoc Group, the U.S. Trustee, the DIP ABL Agent (as defined in the DIP Order) and any statutory committee upon request. To the extent that the transfers within the Cash Management system are disbursements, they will be noted and reflected on the monthly operating reports and post confirmation reports filed by Debtors. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity makes the disbursements or pays those disbursements.

~~18~~19. For the avoidance of doubt, the relief granted in this Interim Order with respect to the postpetition Intercompany Transactions and the intercompany balances resulting therefrom shall not constitute a finding as to the validity, priority, or status of any prepetition intercompany balance or any Intercompany Transaction from which such intercompany balance may have arisen, and the Debtors expressly reserve any and all rights with regard to the validity, priority, or status of any prepetition intercompany balance or any Intercompany Transaction from which such intercompany balance may have arisen. The Debtors also expressly reserve any and all rights to contest the validity, priority, or status of any prepetition intercompany balance or any

Intercompany Transaction from which such intercompany balance may have arisen.

~~19. Notwithstanding the foregoing, a non-Debtor affiliate shall not set off any postpetition obligations owed to a Debtor against any prepetition obligations owed by a Debtor to such non-Debtor affiliate. With the prior written consent of the Debtors, a non-Debtor affiliate may, however, to the extent permitted under applicable law and subject to paragraph 18 above, setoff any prepetition obligations owed to a Debtor against any prepetition obligations owed by a Debtor to such non-Debtor affiliate in the ordinary course of business consistent with past practice; *provided*, that the Debtors expressly reserve any and all rights to contest the validity of such setoff.~~

20. The Debtors are not authorized hereunder to pay any prepetition obligations owing to a non-Debtor affiliate; provided that all rights of setoff (and defenses thereto) are fully preserved.

~~20~~21. Nothing contained in the Motion or this Interim Order shall be construed to (a) alter or impair any security interest or the validity, priority, enforceability, or perfection thereof, in favor of any person or entity that existed as of the Petition Date or that arises after the Petition Date or (b) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date.

~~21~~22. The banks and financial institutions on which checks were drawn or electronic fund transfer requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic fund transfer requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic fund transfer requests as approved by this Interim Order.

~~22~~23. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

~~23~~24. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in the Motion or this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

~~24~~25. Notwithstanding the relief granted in this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by

the Court in respect of the DIP Motion, filed substantially contemporaneously herewith (collectively, such interim and final orders, the “DIP Order”), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order, the DIP Notes Documents (as defined in the DIP Order), or the DIP ABL Agreement (as defined in the DIP Order). To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Interim Order or any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

~~25~~26. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

~~26~~27. Notice of the Motion as provided therein is hereby deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

~~27~~28. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

~~28~~29. The Debtors are authorized, but not directed, to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

~~29~~30. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Houston, Texas

Dated: \_\_\_\_\_, 2023

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UNITED STATES BANKRUPTCY JUDGE