

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
	)	Chapter 11
)	
ENDURO RESOURCE PARTNERS LLC, <i>et al.</i>,	)	Case No. 18-11174 (KG)
)	
Debtors. ¹	)	(Jointly Administered)
)	
	)	Ref. Docket Nos. 10 and 69

NOTICE OF FILING OF PROPOSED FINAL CASH COLLATERAL ORDER

PLEASE TAKE NOTICE that, on May 15, 2018, the above-captioned debtors and debtors in possession (collectively, the “*Debtors*”), filed the *Motion of Debtors for Orders (A) Authorizing the Debtors to Use Cash Collateral, (B) Granting Adequate Protection to the Prepetition Secured Parties, (C) Scheduling a Final Hearing, and (D) Granting Related Relief* [Docket No. 10] (the “*Motion*”) with the United States Bankruptcy Court for the District of Delaware (the “*Court*”).

PLEASE TAKE FURTHER NOTICE that, on May 17, 2018, the Court entered that certain order granting the relief requested in the Motion on an interim basis [Docket No. 69] (the “*Interim Order*”). As noted in the Interim Order, and that certain *Omnibus Notice of Pleadings and Hearing Thereon* [Docket No. 76], objections to the Motion are due on or before June 4, 2018 at 4:00 p.m. (ET) (the “*Objection Deadline*”) and a hearing to consider the Motion on a final basis is scheduled for June 11, 2018 at 10:00 a.m. (ET) (the “*Final Cash Collateral Hearing*”).

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit A** is a proposed form of order approving the Motion on a final basis (the “*Proposed Final Order*”). For the convenience of the Court and all interested parties, a blackline comparing the Proposed Final Order against the Interim Order is attached hereto as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE that the Debtors intend to present the Proposed Final Order at the Final Cash Collateral Hearing before the Honorable Kevin Gross at the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 6th Floor, Courtroom No. 3, Wilmington, Delaware 19801. **If no responses are received to approval of the Motion on a final basis before the Objection Deadline, the Debtors will file a certificate of no objection prior to the Final Cash Collateral Hearing and the Court may enter the Proposed Final Order without holding such hearing. Otherwise, the Debtors reserve all**

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor’s United States federal tax identification number, if applicable, or other applicable identification number, are: Enduro Resource Partners LLC (6288); Enduro Resource Holdings LLC (5571); Enduro Operating LLC (7513); Enduro Management Company LLC (5932); Washakie Midstream Services LLC (7562); and Washakie Pipeline Company LLC (7798). The debtors’ mailing address is 777 Main Street, Suite 800, Fort Worth, Texas 76102.



rights to modify the Proposed Final Order in any and all respects at or prior to the Final Cash Collateral Hearing.

Dated: June 1, 2018
Wilmington, Delaware

/s/ Kara Hammond Coyle

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Proposed Counsel for Debtors and Debtors in Possession

EXHIBIT A

Proposed Final Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

)	
In re:	)	Chapter 11
)	
ENDURO RESOURCE PARTNERS LLC, <i>et al.</i>,	)	Case No. 18-11174 (KG)
)	
Debtors. ¹	)	(Jointly Administered)
)	
	)	Ref. Docket Nos. 10 & 69

**FINAL ORDER (A) AUTHORIZING
THE DEBTORS TO USE CASH COLLATERAL, (B) GRANTING
ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES,
AND (C) GRANTING RELATED RELIEF**

Upon the Debtors’ Motion² for entry of this final order (this “*Final Order*”) pursuant to sections 105, 361, 362, 363, 503, 507, and 552 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014 and Local Rules 2002-1, 4001-2, and 9013-1, *inter alia*:

- i. authorizing the Debtors’ use of the Prepetition Collateral, including Cash Collateral (each as defined below), subject to and pursuant to the terms and conditions set forth in this Final Order;
- ii. authorizing the Debtors to provide adequate protection to the Prepetition Secured Parties (as defined below) solely to the extent of any diminution in value of the Prepetition Collateral (as defined below) (including the Cash Collateral) from and after the Petition Date under or in connection with (a) that certain Amended and Restated Credit Agreement dated as of August 1, 2013 (as amended, restated, supplemented or otherwise modified prior to the commencement of these Chapter 11 Cases and with all supplements and exhibits thereto, the “*First Lien Credit Agreement*” and, together with all related agreements and documents executed by any of the Debtors in connection with the First Lien Credit Agreement, the “*First Lien*

¹ The debtors in the chapter 11 cases, along with the last four digits of each debtor’s United States federal tax identification number, if applicable, or other applicable identification number, are: Enduro Resource Partners LLC (6288); Enduro Resource Holdings LLC (5571); Enduro Operating LLC (7513); Enduro Management Company LLC (5932); Washakie Midstream Services LLC (7562); and Washakie Pipeline Company LLC (7798). The debtors’ mailing address is 777 Main Street, Suite 800, Fort Worth, Texas 76102.

² All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

Documents”), by and among Enduro Resource Partners LLC (“*Enduro Partners*”) as borrower, each of the other Debtors as guarantors (Enduro Partners and the other Debtors, in such capacities, the “*First Lien Obligors*”), Bank of America, N.A., as administrative agent and collateral agent (in such capacities, the “*First Lien Agent*”), Bank of America, N.A., as L/C Issuer (in such capacity, the “*L/C Issuer*”) and each of the lenders party thereto (the “*First Lien Lenders*” and, together with the First Lien Agent and each co-agent or sub-agent appointed by the First Lien Agent from time to time pursuant to the First Lien Credit Agreement, the L/C Issuer and any Person that is owed Lender Swap Obligations or that is party to a Secured Cash Management Agreement (each as defined in the First Lien Credit Agreement), the “*First Lien Secured Parties*”); and (b) that certain Amended and Restated Second Lien Term Loan Agreement dated as of March 4, 2016 (as amended, restated, supplemented or otherwise modified prior to the commencement of these Chapter 11 Cases and with all supplements and exhibits thereto, the “*Second Lien Credit Agreement*” and, together with all related agreements and documents executed by any of the Debtors in connection with the Second Lien Credit Agreement, the “*Second Lien Documents*” and the First Lien Documents and the Second Lien Documents, collectively, the “*Credit Documents*”), by and among Enduro Partners as borrower, each of the other Debtors as guarantors (Enduro Partners and the other Debtors, in such capacities, the “*Second Lien Obligors*”), Wilmington Trust, National Association, as successor administrative and collateral agent (in such capacities, the “*Second Lien Agent*” and, together with the First Lien Agent, the “*Agents*”), and each of the lenders party thereto (the “*Second Lien Lenders*” and, together with the Second Lien Agent, the “*Second Lien Secured Parties*”); the First Lien Lenders and the Second Lien Lenders, collectively, the “*Prepetition Lenders*”; the First Lien Secured Parties and the Second Lien Secured Parties, collectively, the “*Prepetition Secured Parties*”);

- iii. authorizing the Debtors to provide adequate protection to the Royalty Trust LC Secured Parties (as defined below);
- iv. approving certain stipulations by the Debtors with respect to the Credit Documents and the liens and security interests arising therefrom;
- v. waiving the Debtors’ right to surcharge the Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code, any “equities of the case” exception pursuant to section 552(b) of the Bankruptcy Code, and the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the Prepetition Collateral;

- vi. vacating and modifying the Automatic Stay (as defined herein) to the extent set forth herein;
- vii. waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Final Order;
- viii. scheduling a final hearing (the “***Final Hearing***”), which was held on June 11, 2018 on the Motion to consider entry of a Final Order granting the relief requested in the Motion on a final basis; and

the Court having reviewed the Motion and the First Day Declaration; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of these proceedings and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that proper and adequate notice of the Motion and the relief requested therein has been provided in accordance with the Bankruptcy Rules, the Local Rules and in accordance with Paragraph 34 of the Interim Order (as defined below), and that, except as otherwise ordered herein, no other or further notice is necessary; and objections (if any) to the Motion having been withdrawn, resolved or overruled on the merits; and an interim hearing having been held to consider the relief requested in the Motion on May 17, 2018 (the “***Interim Hearing***”); and this Court having entered an interim order granting the relief sought by the Motion on an interim basis on May 17, 2018 (the “***Interim Order***”) [D.I. 69]; and the Final Hearing having been held to consider the relief requested in the Motion and upon the record of

the Interim Hearing and the Final Hearing and all of the proceedings had before this Court; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore;

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. Petition Date. On May 15, 2018 (the “*Petition Date*”), each of the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “*Court*”).

B. Debtors in Possession. The Debtors are continuing in the management and operation of their business and properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases.

C. Jurisdiction and Venue. This Court has jurisdiction over these proceedings and over the persons and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334 as well as the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. Venue for the Chapter 11 Cases is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

D. Debtors’ Stipulations. Subject to the limitations set forth in paragraph 12 below, the Debtors acknowledge, admit, agree, represent and stipulate to the following (paragraphs D(i) through D(vii) below are collectively referred to herein as the “*Debtors’ Stipulations*”):

- i. First Lien Obligations. As of the Petition Date, the First Lien Obligors were truly and justly indebted and liable to the First Lien Secured Parties, without defense, counterclaim, recoupment or offset of any kind, (a) in the aggregate principal amount of not less than \$208,707,926 outstanding

pursuant to and in accordance with the terms of the First Lien Documents, plus (b) (1) accrued and unpaid interest thereon, (2) any additional fees, costs and expenses (including, but not limited to, any attorneys', financial advisors', and other professionals' fees and expenses) that are chargeable or reimbursable under the First Lien Documents, and (3) all other charges, indemnities and other costs and obligations incurred therewith, including any Obligations (as defined in the First Lien Documents) of any kind or nature, whether or not evidenced by any note, agreement or other instrument, whether or not contingent, whenever accrued, due, owing or chargeable in respect of any of the Debtors' obligations under the First Lien Documents (collectively, the "***First Lien Obligations***").

- ii. Second Lien Obligations. As of the Petition Date, the Second Lien Obligors were truly and justly indebted and liable to the Second Lien Secured Parties, without defense, counterclaim, recoupment or offset of any kind, (i) in the aggregate principal amount of not less than \$141,176,036 outstanding pursuant to and in accordance with the terms of the Second Lien Documents, plus (b) (1) accrued and unpaid interest thereon, (2) any additional fees, costs and expenses (including, but not limited to, any attorneys', financial advisors', and other professionals' fees and expenses) that are chargeable or reimbursable under the Second Lien Documents, and (3) all other charges, indemnities and other costs and obligations incurred therewith, including any Obligations (as defined in the Second Lien Documents) of any kind or nature, whether or not evidenced by any note, agreement or other instrument, whether or not contingent, whenever accrued, due, owing or chargeable in respect of any of the Debtors' obligations under the Second Lien Documents (collectively, the "***Second Lien Obligations***" and together with the First Lien Obligations, the "***Secured Obligations***").
- iii. Prepetition First Lien Credit Facility Liens and Prepetition Collateral. The First Lien Obligations are secured by a perfected first-priority lien and security interest (the "***Prepetition First Lien Credit Facility Liens***") in, to, and against substantially all of the real and personal property (including substantially all of the oil and gas leases, rights of way and property interests, including wells, improvements and other property located on such oil and gas properties) of the Debtors, including, without limitation, Cash Collateral, the as-extracted collateral therefrom, the cash and noncash proceeds, receivables and rights in and to all imbalances, joint interest billings and payments from first party purchasers, and other rights arising from all prepetition collateral (collectively, the "***Prepetition Collateral***"), subject only to the Carve-Out (defined below), from and after entry of this Final Order, and the Permitted Liens (defined below), including, for the avoidance of doubt, the Royalty Trust LC Lien (defined below).
- iv. Prepetition Second Lien Term Loan Liens and Prepetition Collateral. The Second Lien Obligations are secured by a perfected second-priority lien

and security interest (the “*Prepetition Second Lien Term Loan Liens*” and together with the Prepetition First Lien Credit Facility Liens, the “*Prepetition Liens*”) in, to, and against the Prepetition Collateral, subject to the Prepetition First Lien Credit Facility Liens, the Carve-Out, from and after entry of this Final Order, and the Permitted Liens (defined below), including, for the avoidance of doubt, the Royalty Trust LC Lien.

- v. Validity of First Lien Obligations. The First Lien Obligations constitute legal, valid, and binding obligations of the First Lien Obligors. No offsets, defenses, or counterclaims to the First Lien Obligations exist. No portion of the First Lien Obligations or any payments made to the First Lien Secured Parties or applied to or paid on account of the obligations owing under the First Lien Documents prior to the Petition Date is subject to any contest, avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual or otherwise), attachment, offset, counterclaim, crossclaim, defense, “claim” (as defined in the Bankruptcy Code) of any kind, cause of action, impairment or any other challenge of any kind. The First Lien Documents are valid and enforceable by each of the First Lien Secured Parties and the First Lien Agent, as applicable, for the benefit of the First Lien Secured Parties against each of the applicable Debtors. The First Lien Obligations constitute allowed claims against the applicable Debtors’ estates. No claim of or cause of action held by the Debtors or their estates exists against any of the First Lien Secured Parties or their agents (in such capacity), whether arising under applicable state or federal law (including, without limitation, any recharacterization, subordination, avoidance or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), or whether arising under or in connection with any of the First Lien Documents (or the transactions contemplated thereunder), First Lien Obligations or Prepetition First Lien Credit Facility Liens, including without limitation, any right to assert any disgorgement or recovery.
- vi. Validity of Second Lien Obligations. The Second Lien Obligations constitute legal, valid and binding obligations of the Second Lien Obligors. No offsets, defenses or counterclaims to the Second Lien Obligations exist. No portion of the Second Lien Obligations is subject to any contest, avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual or otherwise), attachment, offset, counterclaim, crossclaim, defense, “claim” (as defined in the Bankruptcy Code) of any kind, cause of action, impairment or any other challenge of any kind. The Second Lien Documents are valid and enforceable by each of the Second Lien Secured Parties and the Second Lien Agent, as applicable, for the benefit of the Second Lien Secured Parties against each of the applicable Debtors. The Second Lien Obligations constitute allowed claims against the applicable Debtors’

estates. No claim of or cause of action held by the Debtors or their estates exists against any of the Second Lien Secured Parties or their agents (in such capacity), whether arising under applicable state or federal law (including, without limitation, any recharacterization, subordination, avoidance or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), or whether arising under or in connection with any of the Second Lien Documents (or the transactions contemplated thereunder), Second Lien Obligations or Prepetition Second Lien Term Loan Liens, including, without limitation, any right to assert any disgorgement or recovery.

- vii. Intercreditor Agreement. The Prepetition Secured Parties, the Prepetition First Lien Credit Facility Liens and the Prepetition Second Lien Term Loan Liens are subject to the Intercreditor Agreement, dated as of March 4, 2016, by and among Bank of America, N.A. as First Lien Collateral Agent, Wilmington Trust, National Association, as Second Lien Collateral Agent, Enduro Partners and the other Debtors (as amended, restated, supplemented or otherwise modified prior to the commencement of these Chapter 11 Cases and with all supplements and exhibits thereto, the “*Intercreditor Agreement*”).
- viii. Validity and Perfection of Prepetition First Lien Credit Facility Liens. The Prepetition First Lien Credit Facility Liens (a) secure the First Lien Obligations; (b) are valid, binding, perfected and enforceable liens on and security interests in the Prepetition Collateral (including the Cash Collateral); (c) are not subject, pursuant to the Bankruptcy Code or other applicable law, to any contest, avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual or otherwise), attachment, offset, counterclaim, crossclaim, defense, “claim” (as defined in the Bankruptcy Code) of any kind, cause of action, impairment or any other challenge of any kind; and (d) are subject and subordinate only to (1) from and after the entry of this Final Order, the Carve-Out and (2) the Permitted Liens (as defined below) including, for the avoidance of doubt, the Royalty Trust LC Lien, and the Debtors each irrevocably waive, for themselves and their subsidiaries and affiliates, any right to challenge or contest in any way the perfection, validation and enforceability of the Prepetition First Lien Credit Facility Liens or the validity or enforceability of the First Lien Obligations and the First Lien Documents.
- ix. Validity and Perfection of Prepetition Second Lien Term Loan Liens. The Prepetition Second Lien Term Loan Liens (a) secure the Second Lien Obligations; (b) are valid, binding, perfected and enforceable liens on and security interests in the Prepetition Collateral (including the Cash Collateral); (c) are not subject, pursuant to the Bankruptcy Code or other applicable law, to any contest, avoidance, disallowance, reduction,

recharacterization, recovery, subordination (whether equitable, contractual or otherwise), attachment, offset, counterclaim, crossclaim, defense, “claim” (as defined in the Bankruptcy Code) of any kind, cause of action, impairment or any other challenge of any kind; and (d) are subject and subordinate only to (1) the Carve-Out, (2) the Permitted Liens and (3) the Prepetition First Lien Credit Facility Liens, and the Debtors each irrevocably waive, for themselves and their subsidiaries and affiliates, any right to challenge or contest in any way the perfection, validation and enforceability of the Prepetition Second Lien Term Loan Liens or the validity or enforceability of the Second Lien Obligations and the Second Lien Documents.

- x. Cash Collateral. All cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents held by the Debtors, including, without limitation, all proceeds of any Prepetition Collateral and all cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents held in any of the Debtors’ banking, checking or other deposit accounts or securities accounts with financial institutions, including, without limitation, those certain accounts at Frost Bank, a Texas state bank, that are subject to that certain Control Account Agreement dated as of June 10, 2015, among Enduro Partners, Frost Bank and the Agents and the Royalty Trust LC Deposit Account, are “cash collateral” of the Prepetition Secured Parties within the meaning of section 363(a) of the Bankruptcy Code, whether received before, on or after the Petition Date (such cash, the “*Cash Collateral*”).
- xi. Royalty Trust LC. As of the Petition Date, Enduro Partners was truly and justly indebted and liable to the Royalty Trust LC Lenders (defined below) and Bank of America, N.A., as Administrative Agent and L/C Issuer (in such capacity, the “*Royalty Trust LC Issuer*”) under that certain Standby Letter of Credit Agreement dated as of March 30, 2018 (the “*Royalty Trust LC Agreement*”) among Enduro Partners, the Royalty Trust LC Issuer and the other Lenders party thereto (collectively, the “Royalty Trust LC Lenders” and, together with the Royalty Trust LC Issuer, the “*Royalty Trust LC Secured Parties*”), under which that certain Irrevocable Standby Letter of Credit, dated April 2, 2018 (the “*Royalty Trust LC*”), was issued for the benefit of The Bank of New York Mellon Trust Company, N.A. as Trustee of Enduro Royalty Trust, without defense, counterclaim, recoupment or offset of any kind (the “*Royalty Trust LC Indebtedness*”) as defined in that certain Cash Collateral Agreement dated as of March 30, 2018 (the “*Royalty Trust LC Collateral Agreement*”) between Enduro Partners and the Royalty Trust LC Issuer. The Royalty Trust LC Indebtedness is secured by a perfected first-priority lien and security interest (the “*Royalty Trust LC Lien*”) in, to, and against the cash held in the Deposit Account (the “*Royalty Trust LC Deposit Account*”) as defined in the Royalty Trust LC Collateral Agreement. The Royalty Trust LC

Indebtedness constitutes legal, valid, and binding obligations of Enduro Partners. No offsets, defenses, or counterclaims to the Royalty Trust LC Indebtedness exist. No portion of the Royalty Trust LC Indebtedness or any payments made to the Royalty Trust LC Secured Parties or applied to or paid on account of the obligations owing under the Royalty Trust LC Agreement prior to the Petition Date is subject to any contest, avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual or otherwise), attachment, offset, counterclaim, crossclaim, defense, “claim” (as defined in the Bankruptcy Code) of any kind, cause of action, impairment or any other challenge of any kind. The Royalty Trust LC Agreement and Royalty Trust Collateral Agreement are valid and enforceable by each of the Royalty Trust LC Secured Parties, as applicable, for the benefit of such parties against Enduro Partners. The Royalty Trust LC Indebtedness constitutes allowed claims against Enduro Partners’ estate. No claim of or cause of action held by Enduro Partners or its estates exists against any of Royalty Trust LC Secured Parties, whether arising under applicable state or federal law (including, without limitation, any recharacterization, subordination, avoidance or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), or whether arising under or in connection with the Royalty Trust LC Agreement or the Royalty Trust Collateral Agreement (or the transactions contemplated thereunder), Royalty Trust LC Indebtedness or Royalty Trust LC Lien, including without limitation, any right to assert any disgorgement or recovery.

E. Releases by the Debtors. Subject to the challenge provisions described in paragraph 12 herein, each of the Debtors and the Debtors’ estates, on its own behalf and on behalf of its past, present and future predecessors, successors, heirs, subsidiaries and assigns (collectively, the “*Releasers*”) to the maximum extent permitted by applicable law, unconditionally, irrevocably and fully forever release, remise, acquit, relinquish, irrevocably waive and discharge each of the First Lien Secured Parties, the Second Lien Secured Parties, and the Royalty Trust LC Secured Parties and each of their respective former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors in interest, each in their respective capacities as such (collectively, the “*Releasees*”), of and from any and all claims, demands, liabilities, responsibilities, disputes,

remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending or threatened including, without limitation, all legal and equitable theories of recovery, arising under common law, statute or regulation or by contract, of every nature and description that exist on the date hereof relating to any of the Credit Documents or the transactions contemplated under such documents, including, without limitation, (i) any so-called "lender liability" or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under title 11 of the United States Code, (iii) any and all claims and causes of action regarding the validity, priority, perfection, or avoidability of the liens or claims of the Prepetition Secured Parties and Royalty Trust LC Secured Parties and (iv) any actions taken in connection with alleged defaults under the Credit Documents, Royalty Trust LC Agreement or Royalty Trust LC Collateral Agreement prior to the date hereof and/or the negotiation or consummation of forbearance agreements related thereto, other than with respect to any act or omission of a Releasee that is determined by a final and non-appealable order of a court of competent jurisdiction to have been taken in bad faith or constituted willful misconduct, *provided, however*, that nothing herein shall operate as a release or waiver of any claims or causes of action against the Releasees solely on account of any act taken after the Petition Date. The Debtors' acknowledgments, stipulations, and releases set forth in paragraph D and this paragraph E shall be binding on the Debtors and their respective representatives, successors and assigns, and on each of the Debtors' estates, and, subject to the challenge provisions contained in paragraph 12 herein, all creditors thereof and holders of interests therein and each of their respective representatives, successors and assigns, including,

without limitation, any trustee or other representative appointed in these Chapter 11 Cases, whether such trustee or representative is appointed in chapter 11 or chapter 7; *provided, further*, that the Debtors' release of the Second Lien Secured Parties set forth in this paragraph shall become effective only upon the effectiveness of a chapter 11 plan that is accepted by the First Lien Secured Parties voting as a class, and only with respect to each Second Lien Secured Party that has voted to accept such chapter 11 plan and has not objected to confirmation of such plan.

F. Approved Budget. Attached as Exhibit 1 to the Interim Order is a 13-week cash flow forecast setting forth all projected cash receipts and cash disbursements on a weekly basis (the "*Initial Approved Budget*"). The Initial Approved Budget is an integral part of this Final Order and has been relied upon by the First Lien Secured Parties in consenting to entry of the Interim Order, this Final Order and the Debtors' use of the Prepetition Collateral (including the Cash Collateral). The Debtors represent and warrant to the First Lien Secured Parties and this Court that the Initial Approved Budget includes and contains the Debtors' good faith best estimate of all operational receipts and all operational disbursements, fees, costs, and other expenses that will be payable, incurred and/or accrued by any of the Debtors during the period covered by the Initial Approved Budget, *provided* that the Debtors make no representation with respect to professional fees and expenses, and payment of professional fees and expenses of any of the Prepetition Secured Parties shall be subject to provisions set forth in paragraph 4 of this Final Order. The Initial Approved Budget, including any variance permitted thereunder, is achievable and will allow the Debtors to operate in the Chapter 11 Cases and pay post-petition administrative expenses as they come due. The Debtors shall be required to provide to the Agents and their professional advisors a Budget Variance Report (as defined below) in accordance with the provisions of paragraph 3 of this Final Order.

G. Consent to Use of Cash Collateral. The First Lien Secured Parties, the Agents, and the Second Lien Secured Parties have consented, conditioned on the entry of this Final Order, to the Debtors' proposed use of the Prepetition Collateral, including the Cash Collateral, solely on the terms and conditions set forth in this Final Order, and such consent is binding on such parties.

H. Adequate Protection. The adequate protection provided to the Prepetition Secured Parties, as set forth more fully in paragraph 4 of this Final Order, for any diminution in the value of the Prepetition Secured Parties' interest in the Prepetition Collateral (including the Cash Collateral) from and after the Petition Date for any reason provided for under the Bankruptcy Code, including, without limitation, from the use of any Prepetition Collateral (including the Cash Collateral), pursuant to the provision of the Interim Order or this Final Order, the use, sale, lease, or other diminution in value for any reason provided for under the Bankruptcy Code of the Prepetition Collateral (including the Cash Collateral) or the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (the "*Automatic Stay*"), or the grant of a lien under section 364 of the Bankruptcy Code (collectively, "*Diminution in Value*"), is consistent with and authorized by the Bankruptcy Code and is offered by the Debtors to protect the Prepetition Secured Parties' interests in the Prepetition Collateral (including the Cash Collateral) in accordance with sections 361, 362, 363, and 364 of the Bankruptcy Code. The adequate protection provided herein and other benefits and privileges contained herein are necessary in order to (i) protect the Prepetition Secured Parties from Diminution in Value of their respective interests of their Prepetition Collateral (including the Cash Collateral), and (ii) obtain the consents and agreements contemplated herein.

I. Good Cause Shown; Best Interest. A critical need exists for the Debtors to use the Cash Collateral, in accordance with this Final Order, (i) for working capital purposes; (ii) other general corporate purposes of the Debtors; and (iii) the satisfaction of the costs and expenses of administering the Chapter 11 Cases. This Court concludes that good cause has been shown and entry of this Final Order is in the best interest of the Debtors' respective estates and creditors as its implementation will, among other things, allow for the continued operation of the Debtors' existing businesses and enhance the Debtors' prospects for a successful reorganization.

J. No Liability to Third Parties. The Debtors stipulate and the Court finds that, in permitting the Debtors to use the Prepetition Collateral, including the Cash Collateral, on the terms and conditions set forth in this Final Order, or in taking any other actions expressly permitted by this Final Order, none of the Prepetition Secured Parties shall (i) incur liability to any third party or be deemed to be in control of the operation of any of the Debtors or to be acting as a "controlling person," "responsible person," or "owner or operator" with respect to the operation or management of any of the Debtors (as such term, or any similar terms, are used in the Internal Revenue Code, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any other Federal or state statute) or (ii) owe any fiduciary duty to any of the Debtors, their creditors or estates, or shall constitute or be deemed to constitute a joint venture or partnership with any of the Debtors.

K. Section 552(b). Each of the Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code. The "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties with respect to proceeds, product, offspring, or profits with respect to any of the Prepetition Collateral.

L. Notice. Under the circumstances of these Chapter 11 Cases, proper, timely, adequate, and sufficient notice of the Motion and Final Hearing has been provided in accordance with the Bankruptcy Code, Bankruptcy Rules, and the Local Rules, and no further notice of the Motion or the Final Hearing shall be required.

Based upon the foregoing, and upon the record made before this Court at the Interim Hearing and the Final Hearing, and good and sufficient cause appearing therefor,

ORDERED, ADJUDGED, AND DECREED THAT:

1. Approval of Final Order. The Motion is approved on a final basis on the terms and conditions set forth in this Final Order. Any objections to the relief sought by the Motion that have not previously been withdrawn, waived, or resolved at or prior to the Final Hearing are hereby overruled, and (except as set forth herein) all reservations of rights included therein with respect to relief on the Motion are hereby denied and overruled.

2. Authorization to Use Cash Collateral. Subject to the terms and conditions of this Final Order, the Debtors are hereby authorized to continue to use Cash Collateral during the period beginning with the Petition Date and ending on the Termination Date (as defined below) for (a) working capital purposes; (b) other general corporate purposes of the Debtors; and (c) the satisfaction of the costs and expenses of administering the Chapter 11 Cases; *provided* that the Debtors' use of Cash Collateral shall be in accordance with the Approved Budget (as defined below), subject to the variance provisions set forth in paragraph 3 herein, or as otherwise set forth in this Final Order; *provided further*, that (x) the Prepetition Secured Parties and Royalty Trust LC Secured Parties are granted the adequate protection as set forth herein and (y) except as otherwise expressly provided in this Final Order (including as provided in paragraph 9 hereof)

the Debtors shall be prohibited from using the Cash Collateral at any time following the occurrence of the Termination Date without further order of the Court.

3. Approved Budget; Budget Variance.
 - (a) Delivery of Proposed Budgets. On the third Friday following the Petition Date and on every fourth Friday thereafter, the Debtors shall deliver a proposed updated budget for the 13-week period (such period, when covered by an Approved Budget, the “**Approved Budget Period**”) beginning with the second Monday immediately following such Friday (or such other date as may be agreed to by the First Lien Agent), substantially in the form of the Initial Approved Budget (each a “**Proposed Budget**”), to the professional advisors to the First Lien Agent.
 - (b) Approval of Proposed Budgets. As of the entry of this Final Order, the “Approved Budget” shall be the current Approved Budget under the Interim Order. Each Proposed Budget provided to the First Lien Agent shall be of no force and effect unless and until it is approved by the First Lien Agent in writing (including by email) delivered to the address specified in paragraph 24 of this Final Order and until such determination is made, the prior Approved Budget shall remain in effect. Any such Proposed Budget, upon the approval of the First Lien Agent, shall become the “Approved Budget” for the period of time covered thereby, and shall prospectively replace any prior Approved Budget.
 - (c) Delivery of Variance Reports. On the fourth business day of the first full week after the Petition Date and the fourth business day of each week thereafter, the Debtors shall deliver to the professional advisors to the First Lien Agent a weekly variance report, in form and detail reasonably satisfactory to the First Lien Agent, that sets forth and compares (a) for the previous week through Friday, the actual cash receipts and disbursements of the Debtors for such week with the budgeted receipts and disbursements in the Approved Budget for such week and (b) for the applicable Four Week Period (as defined below) (or any applicable shorter period for any report delivered prior to the fifth week of the then-current Approved Budget Period), the actual cash receipts and disbursements of the Debtors for such Four Week Period (or any applicable shorter period for the reports delivered prior to the fifth week of the then-current Approved Budget Period) with the budgeted receipts and disbursements in the Approved Budget(s) for such Four Week Period (or any applicable shorter period for the reports delivered prior to the fifth week of the then-current Four Week Period) (the “**Budget Variance Report**”).
 - (d) Variance Testing; Compliance with Approved Budget. The Debtors shall comply with the Approved Budget, subject to the variance provisions set

forth in this paragraph. For purposes of this Final Order, “**Four Week Period**” shall mean, as applicable, weeks one through four, weeks five through eight, and weeks nine through twelve of any Approved Budget Period. The Debtors shall ensure that at no time shall the cumulative total actual cash disbursements of the Debtors in the aggregate for any Four Week Period be greater than 115% of the cumulative budgeted total cash disbursements of the Debtors for such Four Week Period as set forth in the Approved Budget, *provided*, that cash disbursements of the Debtors of professional fees and expenses of any of the Prepetition Secured Parties shall not be subject to such variance test and payment of such professional fees and expenses shall not be subject to the Approved Budget, *provided further*, that, solely in the event that the Debtors continue to operate under any Approved Budget beyond week four of such Approved Budget because a new Approved Budget for such period has not been approved, any variance below such 115% cap from the first Four Week Period under such Approved Budget may be carried forward.

4. Prepetition Secured Parties’ Adequate Protection. Pursuant to sections 361, 363(c), and 364 of the Bankruptcy Code, the Debtors shall provide adequate protection for the interests of the Prepetition Secured Parties in the Prepetition Collateral (including the Cash Collateral) to the extent of any Diminution in Value of the Prepetition Secured Parties’ interest in the Prepetition Collateral (including the Cash Collateral) from and after the Petition Date. The Agents, on behalf of themselves and for the benefit of each of the Prepetition Secured Parties, are hereby granted, solely to the extent of any Diminution in Value of their interests in the Prepetition Collateral (including the Cash Collateral) from and after the Petition Date, the following (collectively, the “**Secured Party Adequate Protection Obligations**”):

- (a) First Lien Adequate Protection Liens. Subject to the Carve-Out, the Permitted Liens, including, for the avoidance of doubt, the Royalty Trust LC Lien, and, solely to the extent required under the Bankruptcy Code, that are perfected subsequent to the Petition Date as permitted by Bankruptcy Code section 546(b) in all respects, pursuant to section 361 and 363(e) of the Bankruptcy Code, and as a condition of the consensual use of Cash Collateral set forth herein, as adequate protection against actual Diminution in Value of their interests in the Prepetition Collateral, including the Cash Collateral, effective as of the Petition Date and perfected without the need for execution by the Debtors or recordation or filing of security agreements, control agreements, pledge agreements,

financing statements, mortgages or other similar documents, or the possession or control by the First Lien Agent of any of the Adequate Protection Collateral (as defined below), the First Lien Agent is hereby granted, for the ratable benefit of the First Lien Secured Parties, valid, binding, continuing, enforceable, fully perfected, security interests in and liens (the “***First Lien Adequate Protection Liens***”) on any and all tangible and intangible pre- and post-petition property of the Debtors, whether existing before, on or after the Petition Date, together with any proceeds thereof, including, without limitation, any and all cash and any investment of such cash, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, chattel paper, interests in leaseholds (*provided, however*, that solely to the extent that any lease prohibits the granting of a lien thereon, or otherwise prohibits hypothecation of the leasehold interest, then in such event there shall only be a lien on the economic value of, proceeds of sale or other disposition of, and any other proceeds and products of such leasehold interests unless the applicable provision is rendered ineffective by applicable non-bankruptcy law or the Bankruptcy Code), real property, deposit accounts (except for any account created to hold an adequate assurance deposit for utility providers, pursuant to separate order of this Court), securities accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, capital stock of subsidiaries, wherever located, and the proceeds, products, rents, accession and profits of the foregoing (collectively, the “***Adequate Protection Collateral***”).

- (b) Second Lien Term Loan Adequate Protection Liens. Subject to the Carve-Out, the Permitted Liens, including, for the avoidance of doubt, the Royalty Trust LC Lien, the Prepetition First Lien Credit Facility Liens, the First Lien Adequate Protection Liens, and, solely to the extent required under the Bankruptcy Code, that are perfected subsequent to the Petition Date as permitted by Bankruptcy Code section 546(b) in all respects, pursuant to section 361 and 363(e) of the Bankruptcy Code, and as a condition of the consensual use of Cash Collateral set forth herein, as adequate protection against actual Diminution in Value of their interests in the Prepetition Collateral, including the Cash Collateral, effective as of the Petition Date and perfected without the need for execution by the Debtors or recordation or filings of security agreements, control agreements, pledge agreements, financing statements, mortgages or other similar documents, or the possession or control by the Second Lien Agent of any of the Adequate Protection Collateral, the Second Lien Agent is hereby granted, for the ratable benefit of the Second Lien Secured Parties, valid, binding, continuing, enforceable, fully perfected, security interests in and liens (the “***Second Lien Adequate Protection Liens***” and together with the

First Lien Adequate Protection Liens, the “*Adequate Protection Liens*”) on the Adequate Protection Collateral.

- (c) Avoidance Actions and Avoidance Action Proceeds. The Adequate Protection Collateral shall not include any claims or causes of action of the Debtors arising under sections 502(d), 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code (collectively, the “*Avoidance Actions*”) of the Debtors; *provided, however*, the Adequate Protection Collateral shall include the proceeds of Avoidance Actions (the “*Avoidance Actions Proceeds*”).
- (d) First Lien Adequate Protection Superpriority Claims. The Secured Party Adequate Protection Obligations due to the First Lien Secured Parties shall constitute allowed superpriority administrative expense claims pursuant to sections 503(b) and 507(b) of the Bankruptcy Code of each of the First Lien Secured Parties (such claims, the “*First Lien Adequate Protection Superpriority Claims*”). The First Lien Adequate Protection Superpriority Claims shall be subject only to the Carve-Out, and shall be allowed claims against each of the Debtors (jointly and severally) with, to the fullest extent permitted under the Bankruptcy Code, priority over any and all administrative expenses and all other claims against the Debtors now existing or hereafter arising, of any kind whatsoever, including, without limitation, all other administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all other administrative expenses or other claims arising under any other provision of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment. The First Lien Adequate Protection Superpriority Claims shall be payable from and have recourse to all pre- and post-petition property of the Debtors including the proceeds of any Avoidance Actions.
- (e) Second Lien Adequate Protection Superpriority Claims. The Secured Party Adequate Protection Obligations due to the Second Lien Secured Parties shall constitute allowed superpriority administrative expense claims pursuant to sections 503(b) and 507(b) of the Bankruptcy Code junior to the First Lien Adequate Protection Superpriority Claims by each of the Second Lien Secured Parties (such claims, the “*Second Lien Adequate Protection Superpriority Claims*” and together with the First Lien Adequate Protection Superpriority Claims, the “*Adequate Protection Superpriority Claims*”). The Second Lien Adequate Protection Superpriority Claims shall be subject only to the Carve-Out and the First Lien Adequate Protection Superpriority Claims, and shall be allowed claims against each of the Debtors (jointly and severally) with, to the fullest extent permitted under the Bankruptcy Code, priority over any and all administrative expenses and all other claims against the Debtors now existing or hereafter arising, of any kind whatsoever, including, without

limitation, all other administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all other administrative expenses or other claims arising under any other provision of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, provided, that the Second Lien Secured Parties shall be deemed to waive, pursuant to the Intercreditor Agreement, the right to receive payment in cash of the Second Lien Adequate Protection Superpriority Claims until and unless the First Lien Obligations are paid in full in cash or holders of a majority of First Lien Obligations otherwise agree in writing. The Second Lien Adequate Protection Superpriority Claims shall be payable from and have recourse to all pre- and post-petition property of the Debtors including the proceeds of any Avoidance Actions.

- (f) Priority of Adequate Protection Liens and Superpriority Claims. The First Lien Adequate Protection Liens have priority over and are senior in all respects to the Second Lien Adequate Protection Liens with respect to the Adequate Protection Collateral. The Prepetition First Lien Credit Facility Liens have priority over and are senior in all respects to the Second Lien Adequate Protection Liens with respect to the Prepetition Collateral. The Adequate Protection Liens shall be junior only to (i) the Carve-Out, (ii) solely with respect to the Second Lien Adequate Protection Liens, the First Lien Adequate Protection Liens and the Prepetition First Lien Credit Facility Liens and (iii) any other valid, enforceable, unavoidable and properly perfected liens on the Adequate Protection Collateral existing on the Petition Date with priority over the Prepetition Secured Parties' liens on the Adequate Protection Collateral, including, for the avoidance of doubt, the Royalty Trust LC Lien, or in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, (the "**Permitted Liens**"). Other than the Carve-Out, to the fullest extent permitted by the Bankruptcy Code, no cost or expense of administration under sections 105, 503, or 507 of the Bankruptcy Code or otherwise, including any such cost or expense resulting from or arising after the conversion of any of these Chapter 11 Cases under section 1112 of the shall be senior to, or *pari passu* with, the Adequate Protection Superpriority Claims.
- (g) Cash Payments. As additional adequate protection, the First Lien Secured Parties shall receive from the Debtors cash payments in an amount equal to (i) immediate payment of all cash interest, fees and other amounts accrued and unpaid under the terms of the First Lien Credit Agreement prior the Petition Date and (ii) current payment of interest at the Base Rate under the First Lien Credit Agreement plus 2.50% on the first Business Day of each calendar month.

- (h) Professional Fees and Expenses. As additional adequate protection, the First Lien Secured Parties shall receive from the Debtors, as applicable, current payment of all outstanding prepetition and all post-petition reasonable and documented fees and expenses incurred by the First Lien Agent, including the reasonable and documented fees and expenses incurred by Davis Polk & Wardwell LLP and Morris, Nichols, Arsht & Tunnell LLP, as counsel to the First Lien Agent, and RPA Advisors, LLC, as financial advisors to the First Lien Agent, subject to the procedures set forth in paragraph 6 hereof. Immediately upon entry of this Final Order, the Debtors shall pay in cash the reasonable and documented fees and expense and other disbursements payable to Davis Polk & Wardwell LLP and Morris, Nichols, Arsht & Tunnell LLP, as counsel to the First Lien Agent, and RPA Advisors, LLC, as financial advisors to the First Lien Agent, that have accrued as of the Petition Date.

5. Royalty Trust Secured Parties Adequate Protection. As adequate protection, the Royalty Trust LC Secured Parties shall receive from the Debtors, as applicable, current payment of all outstanding prepetition and all post-petition reasonable and documented fees and expenses incurred by the Royalty Trust LC Issuer, including the reasonable and documented fees and expenses incurred by Davis Polk & Wardwell LLP and Morris, Nichols, Arsht & Tunnell LLP, as counsel to the Royalty Trust LC Issuer, and RPA Advisors, LLC, as financial advisors to the Royalty Trust LC Issuer, subject to the procedures set forth in paragraph 6 hereof.

6. Adequate Protection Professional Fee Procedures. Payment of professional fees of the advisors to the First Lien Agent and the Royalty Trust LC Issuer shall not be subject to allowance by the Court. Notwithstanding the foregoing, at the same time that invoices therefor are delivered to the Debtors, such professionals shall deliver of copy of such invoices to the U.S. Trustee (with notice copies also provided to any statutory committee appointed in these cases). None of such invoices shall be required to comply with the U.S. Trustee fee guidelines, to be filed with any fee applications with the Court or to contain individual time detail (other than summary data regarding hours worked by each individual timekeeper for the applicable professionals and a summary statement of the nature of the tasks performed and expense detail)

and may be redacted to protect privileged, confidential or proprietary information. The provision of such invoices shall not constitute a waiver of the attorney-client privilege or any benefits of the attorney work product doctrine. The Debtors, the U.S. Trustee, and any statutory committee shall have 10 days following their receipt of such invoices to file objections with the Court with respect to the reasonableness of the fees and expenses included therein. If an objection is not filed with the Court pursuant to this paragraph, the Debtors shall pay the fees, expenses and disbursements set forth in this paragraph within ten (10) days following receipt of the applicable invoice (which time period may be extended by the applicable professional in its discretion). If any such objection is filed and not resolved within ten (10) days after such objection is interposed, a hearing with respect thereto shall be conducted at a regularly scheduled omnibus hearing in the Chapter 11 Cases, *provided, however* that if any party files any such objection, the Debtors shall pay (i) any undisputed portion of such fees, costs and expenses within ten (10) days of their receipt of such invoice and (ii) the disputed portion of such fees, costs and expenses promptly following the resolution of such dispute as described in this paragraph.

7. Reporting; Access to Records. The Debtors shall comply with the reporting requirements set forth in the First Lien Documents. In addition to, and without limiting, whatever rights to access the First Lien Secured Parties have under the First Lien Documents, upon reasonable notice, at reasonable times during normal business hours, the Debtors shall permit representatives, agents and employees of the First Lien Agent (a) to have access to and inspect the Debtors' properties, (b) to examine the Debtors' books and records, and (c) to discuss the Debtors' affairs, finances and condition with the Debtors' officers and financial advisors.

8. Termination of Cash Collateral Authorization. Unless otherwise ordered by the Court or agreed to in writing by the First Lien Agent and Majority Lenders (as defined in the

First Lien Credit Agreement), the Debtors' right to use Cash Collateral under the terms of this Final Order shall terminate without further order of the Court upon the occurrence of the "**Termination Date**" (notice of which shall promptly be provided to the Debtors, counsel to the Debtors, the U.S. Trustee and any statutory committee appointed in these cases), which shall occur five calendar days following written notice (including via email) from the First Lien Agent (acting at the direction of Majority Lenders) to the Debtors of the occurrence of any of the following events, *provided* that the Termination Date shall occur immediately upon the occurrence of any event set forth in subsections 6(a), 6(h), 6(j), 6(k), 6(l), 6(m), or 6(o) below, and notice of termination of the Plan Support Agreement in accordance with the terms thereof shall be sufficient notice of the occurrence of the event set forth in subsection 6(b) hereof:

- (a) the occurrence of the effective date of the Plan (as defined in the Plan Support Agreement);
- (b) the Plan Support Agreement (as may be hereafter modified or amended in accordance with the terms thereof) shall have terminated as to all parties thereto in accordance with its terms;
- (c) the failure of the Enduro Entities to meet any milestone set forth in Exhibit C to the Plan Support Agreement (as may be hereafter modified or amended in accordance with the terms thereof);
- (d) the failure of the Debtors to distribute the Net Cash Proceeds (as defined in the Plan Support Agreement) of any asset sale to the First Lien Agent in accordance with the Plan Support Agreement, irrespective of whether such agreement has been assumed by the Debtors or has been terminated;
- (e) any Debtor files or publicly announces that it will file (or fails to timely object to) or joins in or supports any plan (or disclosure statement related thereto) in the Chapter 11 Cases other than with respect to the Plan or with the prior written consent of the First Lien Agent and Majority Lenders;
- (f) any Debtor seeks approval or publicly announces that it will seek approval of any Sale in the Chapter 11 Cases without the prior written consent of the First Lien Agent and Majority Lenders;

- (g) any Debtor's failure to comply with any of the material terms or conditions of the Interim or this Final Order, including, but not limited to, failure to comply with the Approved Budget (subject to the variance provisions described in paragraph 3), failure to deliver a Proposed Budget or any Budget Variance Report as and when provided in paragraph 3 of this Final Order or granting or offering to grant to any person any lien of the type specified in paragraph 21 of this Final Order;
- (h) any Debtor shall grant, create, incur or suffer to exist any post-petition liens or security interests other than (i) those granted pursuant to this Final Order, (ii) carriers' mechanics', operator's, warehousemen's, repairmen's or other similar liens arising in the ordinary course of business, (iii) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation arising in the ordinary course of business, and (iv) deposits to secure the performance of any post-petition statutory obligations and other obligations of a like nature incurred in the ordinary course of business, *provided* that the Debtor(s) shall have 10 business days from receipt of notice thereof to cure any of the foregoing which were involuntarily imposed or created;
- (i) any Debtor shall create, incur or suffer to exist any other claim that is *pari passu* with or senior to the Adequate Protection Superpriority Claims;
- (j) the failure of the Debtors to make any payment provided for under this Final Order to the First Lien Secured Parties or Royalty Trust LC Secured Parties within five business days of the date such payment is due, unless otherwise agreed with the First Lien Agent and Majority Lenders (as defined in the First Lien Credit Agreement);
- (k) this Final Order ceases, for any reason (other than with the express written agreement of the First Lien Agent and Majority Lenders in their sole discretion), to be in full force and effect in any material respect, or any Debtor so asserts in writing, or the Adequate Protection Liens or Adequate Protection Superpriority Claims created by this Final Order cease in any material respect to be enforceable and of the same effect and priority purported to be created hereby or any Debtor so asserts in writing;
- (l) the Court shall have entered an order amending, supplementing or otherwise modifying this Final Order (other than non-substantive amendments, supplementations or modifications) without the consent of the First Lien Agent and Majority Lenders;
- (m) any Debtor supports or takes any steps in furtherance of an action commenced by any other person against any of the Prepetition Secured Parties or Royalty Trust LC Secured Parties, with respect to any of the Credit Documents, the Royalty Trust LC Agreement or Royalty Trust LC

Collateral Agreement, including, without limitation, any action to avoid or subordinate any obligations under any of the Credit Documents, the Royalty Trust LC Agreement or Royalty Trust LC Collateral Agreement, *provided* that compliance with discovery requests brought by third parties in connection with any of the foregoing shall not constitute a Termination Event under this paragraph;

- (n) the Court shall have entered an order appointing a chapter 11 trustee, responsible officer or any examiner with enlarged powers relating to the operation of the businesses in these Chapter 11 Cases;
- (o) the Court shall have entered an order granting relief from the Automatic Stay to the holder or holders of any security interest to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any of the Debtors' assets which have an aggregate value in excess of \$100,000;
- (p) the Court shall have entered an order avoiding, disallowing, subordinating or recharacterizing any claim, lien or interest held by any Prepetition Secured Party or Royalty Trust LC Secured Party; and
- (q) an order shall have been entered dismissing any of these Chapter 11 Cases or converting any of these Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code.

9. Remedies upon the Occurrence of the Termination Date. Upon the occurrence of the Termination Date, (a) consensual use of Cash Collateral shall terminate immediately; (b) the First Lien Adequate Protection Superpriority Claims, if any, shall become due and payable; and (c) the First Lien Agent may, upon five business days' written notice to counsel to the Debtors, the U.S. Trustee and any statutory committee appointed in these cases, (i) set off amounts in any account of the Debtors maintained with the First Lien Agent or with respect to which the First Lien Agent exercises control pursuant to a deposit account control agreement to the extent necessary for payment of the Secured Party Adequate Protection Obligations due to the First Lien Secured Parties and/or (ii) exercise any other rights and remedies available under the Credit Documents, this Final Order or applicable law. Remedies shall be cumulative and non-exclusive. The Automatic Stay is hereby deemed modified and vacated to the extent necessary

to permit such actions upon the occurrence of the Termination Date and pursuant to the terms set forth herein. Notwithstanding anything to the contrary herein or the occurrence of the Termination Date, all of the rights, remedies, benefits and protections provided to the Agents under this Final Order shall survive the occurrence of the Termination Date. The Debtors and all parties in interest shall be entitled to seek an emergency hearing before this Court, including to contest whether the Termination Date has occurred under paragraph 8 of this Final Order and at which hearing the Debtors shall reserve the right to seek Court approval of a new order approving the use of Cash Collateral, *provided* that pending such hearing, the Debtors may only use Cash Collateral to make necessary ordinary course operating expenditures.

10. Carve-Out.

- (a) For purposes of this Final Order, the “*Carve-Out*” means an amount equal to the sum of (i) all fees required to be paid to the clerk of the Court and all statutory fees payable to the Office of the U.S. Trustee under section 1930(a) of title 28 of the United States Code, plus interest at the statutory rate (without regard to the notice set forth in clause (iii) below), none of which shall be subject to any budget; (ii) all reasonable fees and expenses of up to \$50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in clause (iii) below); and (iii) all allowed unpaid fees, costs and expenses (the “*Professional Fees*”) incurred by persons or firms retained by the Debtors pursuant to sections 327 or 328 of the Bankruptcy Code (the “*Debtor Professionals*”) or any statutory committee appointed in the Chapter 11 Cases (each, a “*Committee*”) pursuant to section 328 or 1103 of the Bankruptcy Code (the “*Committee Professionals*”), whose retention is approved by a final order of the Court (which order has not been reversed, vacated, stayed or appealed) that are incurred (A) at any time before the occurrence of the Termination Date and delivery by the First Lien Agent of written notice thereof (the “*Carve-Out Trigger Notice*”) to the Debtors and the Debtors’ advisors (which may be by email), whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice, in an aggregate amount in accordance with and solely to the extent set forth in the Approved Budget in effect prior to the date of delivery of a Carve-Out Trigger Notice (and subject to any further limits imposed by this Final Order or otherwise on Professional Fees permitted to be incurred in connection with any permitted investigations of Challenges against any Petition Secured Parties or any Royalty Trust LC Secured Party), and

(B) after the occurrence of the Termination Date and delivery of a Carve-Out Trigger Notice, in an aggregate amount not to exceed \$500,000, to the extent such Professional Fees are allowed at any time (the amount set forth in this clause (iii)(B) being the “*Post-EoD Carve-Out Amount*”); *provided* that the Post-EoD Carve-Out Amount shall be reduced on a dollar-for-dollar basis by any payments made on or after the date of delivery of a Carve-Out Trigger Notice of Professional Fees incurred on or after such date; *provided, further*, that nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation described in clause (i), (ii) or (iii) above, on any grounds.

- (b) Notwithstanding the foregoing, the Carve-Out shall not include, apply to or be available for any fees or expenses incurred by any party in connection with (i) the investigation, initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation (A) against any of the Prepetition Secured Parties or Royalty Trust LC Secured Parties or (B) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset to, the obligations and the liens and security interests granted under, as applicable, the Credit Documents, Royalty Trust LC Agreement or Royalty Trust LC Collateral Agreement, including, without limitation, for lender liability or, other than as set forth in paragraphs 12 and 13 of this Final Order pursuant to section 105, 510, 544, 547, 548, 549, 550, or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise; (ii) attempts to modify any of the rights granted to any of the Prepetition Secured Parties or Royalty Trust LC Secured Parties hereunder; or (iii) paying any amount on account of any claims arising before the commencement of these Chapter 11 Cases unless such payments are approved by an order of the Court; *provided, however*, that nothing herein shall exclude from the Carve-Out any reasonable fees and expenses incurred (w) in opposing any of the foregoing actions, (x) in responding to formal discovery requests brought by third parties in connection with any of the foregoing; (y) in seeking, in good faith, a determination regarding whether the Termination Date occurred or (z) in seeking, in good faith, an order authorizing the Debtors’ non-consensual use of Cash Collateral by showing that the Prepetition Secured Parties and Royalty Trust LC Secured Parties are adequately protected.
- (c) Notwithstanding anything to the contrary herein, the Carve-Out shall be senior to all liens and claims granted under this Final Order, including, without limitation, the Adequate Protection Liens and the Adequate Protection Superpriority Claims, and any and all other liens or claims securing any of the First Lien Obligations or obligations under the Second Lien Credit Agreement. For the avoidance of doubt, the Carve Out shall not be senior to the Royalty Trust LC Lien.

11. Right to Seek Additional Adequate Protection. This Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the Prepetition Secured Parties or Royalty Trust LC Secured Parties to request additional forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request.

12. Effect of Stipulations on Third Parties. The releases, stipulations and admissions contained in this Final Order, including, without limitation, in paragraphs D and E of this Final Order, shall be binding upon the Debtors and their affiliates and any of their respective successors in all circumstances. The releases, stipulations, and admissions contained in this Final Order, including, without limitation, in paragraphs D and E of this Final Order, shall be binding upon all other parties in interest, including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for the Debtor (a “*Trustee*”), any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases and any other person or entity acting on behalf of the Debtors’ estate, or otherwise, unless and except to the extent that, with respect to any particular party in interest, (a) such party in interest has filed an adversary proceeding or contested matter (in compliance with the procedures set forth in this paragraph 12) by no later than the date that is the earlier of (A) with respect to any statutory committee in these cases, 60 days after the formation of such committee, and with respect to all other parties in interest 75 days from the date of entry of the Interim Order, and (B) if a plan of the Debtors is confirmed, the date on which objections to confirmation of such plan were due (the “*Challenge Termination Date*”), objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Secured Obligations or otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other

claims, counterclaims or causes of action, objections, contests or defenses, including, to the extent released by the Debtors under paragraphs D and E against any of the Prepetition Secured Parties or the Royalty Trust LC Secured Parties or their respective affiliates, representatives, attorneys or advisors in connection with matters related to the Credit Documents or the Royalty Trust LC Agreement or Royalty Trust LC Collateral Agreement or the Prepetition Collateral (including the Cash Collateral) (collectively, “**Challenges**”) (each such adversary proceeding or contested matter filed on or before the Challenge Termination Date, a “**Challenge Proceeding**”), and (b) there is a final order in favor of the plaintiff sustaining any such challenge or claim in any Challenge Proceeding; *provided* that any challenge or claim shall set forth with specificity the basis for such challenge or claim, any and all challenges or claims not so specified in a Challenge Proceeding prior to the expiration of the Challenge Termination Date shall be forever deemed waived, released and barred upon the Challenge Termination Date; *provided further*, that (x) if the Chapter 11 Cases are converted to chapter 7 or a Chapter 11 Trustee is appointed prior to the Challenge Termination Date, any such estate representative or Trustee shall receive the full benefit of any remaining time until the Challenge Termination Date (which Challenge Termination Date shall be subject to extension as may be specified by this Court for cause shown by such estate representative), subject to the limitations described herein and (y) if the Chapter 11 Cases are converted to chapter 7 after the Challenge Termination Date and, prior to such conversion, a statutory committee with requisite standing had timely filed an adversary proceeding or contested matter prior to the Challenge Termination Date, the chapter 7 trustee shall be deemed to be the successor to such adversary proceeding or contested matter. For the avoidance of doubt, any informal discovery or examination conducted pursuant to Bankruptcy Rule 2004 relating to the foregoing matters or claims shall not be deemed or construed to be a

Challenge Proceeding. If no such Challenge Proceeding is filed by the Challenge Termination Date, (1) the Secured Obligations and Royalty Trust LC Indebtedness shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense or avoidance, for all purposes in these Chapter 11 Cases and any subsequent chapter 7 case(s), (2) the liens and security interests securing the Secured Obligations and Royalty Trust LC Indebtedness shall be deemed to have been, as of the Petition Date, legal, valid, binding and perfected, not subject to recharacterization, subordination or avoidance, and (3) the Secured Obligations, the liens and security interests securing the Secured Obligations, the Royalty Trust LC Indebtedness, the Royalty Trust LC Lien, the Prepetition Secured Parties and Royalty Trust LC Secured Parties shall not be subject to any other or further challenge by any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, or any party in interest seeking to exercise the rights of any Debtor's estate, including, without limitation, any successor thereto (including, without limitation, any chapter 7 or 11 trustee appointed or elected for any Debtor). If a Challenge Proceeding is filed, the releases, stipulations and admissions contained in paragraphs D and E of this Final Order shall nonetheless remain binding and preclusive on any person or entity, except to the extent that such findings and admissions were expressly challenged and set forth with specificity in a Challenge Proceeding by such person or entity; *provided* that this provision shall not limit other persons or entities from benefitting from any successful Challenge Proceeding of any statutory committee or chapter 7 or 11 trustee. Nothing in this Final Order vests or confers on any Entity (as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, any Challenges with respect to the Credit

Documents or the Secured Obligations, and a motion for an order of the Court conferring such standing on a party-in-interest must be filed prior to or concurrently with a Challenge Proceeding by a party-in-interest.

13. Limitation on Use of Collateral. Notwithstanding anything herein or in any other order by this Court to the contrary, no Cash Collateral, Prepetition Collateral, Adequate Protection Collateral, proceeds of any of the foregoing or the Carve-Out may be used for any of the following: (a) to pay professional fees, disbursements, costs or expenses incurred by any party in connection with any litigation or threatened litigation (whether by contested matter, adversary proceeding or otherwise, including, other than the Investigation Amount (defined below), for any investigation in connection with litigation or threatened litigation) against any of the Prepetition Secured Parties or Royalty Trust LC Secured Parties or for the purpose of objecting to or challenging the validity, perfection, enforceability, extent or priority of any claim, lien or security interest held or asserted by any of the Prepetition Secured Parties or Royalty Trust LC Secured Parties or the validity or enforceability of this Final Order or asserting any defense, claim, cause of action, counterclaim, or offset with respect to the Secured Obligations or Royalty Trust LC Indebtedness (including, without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550, or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise) or the Prepetition Liens or Royalty Trust LC Liens against any of the Prepetition Secured Parties or Royalty Trust LC Secured Parties or each of their respective representatives; (b) to object to, contest, interfere with, prevent, hinder or otherwise delay any of the First Lien Secured Parties' assertion, enforcement or realization on the Prepetition Collateral (including the Cash Collateral), including the exercise of rights or remedies with respect thereto after the Termination Date, in accordance with the Credit Documents or this Final Order other

than to seek a determination that the Termination Date has not occurred; (c) to seek to modify any of the rights granted to the Prepetition Secured Parties under this Final Order or the Credit Documents; (d) to pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved by an order of this Court that is in form and substance reasonably satisfactory to the First Lien Agent; (e) to object to, contest, delay, prevent or interfere with in any way the exercise of rights or remedies by any First Lien Secured Party with respect to any Prepetition Collateral (including the Cash Collateral) after the occurrence of the Termination Date (other than to the extent expressly permitted by the final provisos contained in paragraph 8 and this paragraph 13 of this Final Order); or (f) to pursue any financing, security issuance, business combination, reorganization or restructuring transaction or any purchase, sale, or other disposition of a Debtor's business or assets, except for the sale of assets in the ordinary course of business, other than as expressly permitted under the Plan or with the prior written consent of the First Lien Agent and Majority Lenders; *provided, however*, that fees and expenses of up to \$25,000 that are permitted to be incurred in connection with permitted investigations (but not prosecution or any litigation) of the obligations and the liens and security interests granted under, as applicable, the Credit Documents, Royalty Trust LC Agreement, or Royalty Trust LC Collateral Agreement (the "***Investigation Amount***") may be paid from Cash Collateral; *provided, further*, that nothing herein shall preclude the use of Cash Collateral, otherwise in a manner consistent with this Final Order, to pay any reasonable fees and expenses incurred (w) in opposing any of the foregoing actions, (x) in responding to formal discovery requests brought by third parties in connection with any of the foregoing; (y) in seeking, in good faith, a determination regarding whether the Termination Date occurred or (z) in seeking, in good faith,

an order authorizing the Debtors' non-consensual use of Cash Collateral by showing that the Prepetition Secured Parties and Royalty Trust LC Secured Parties are adequately protected.

14. No Waiver of Secured Parties' Rights; Reservation of Rights. Notwithstanding any provision in this Final Order to the contrary and subject in all respects to the Intercreditor Agreement, this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, any of the Prepetition Secured Parties' or Royalty Trust LC Secured Parties' rights with respect to any person or entity other than the Debtors or with respect to any other collateral owned or held by any person or entity other than the Debtors. The rights of the Prepetition Secured Parties and Royalty Trust LC Secured Parties are expressly reserved and entry of this Final Order shall be without prejudice to, and does not constitute a waiver, expressly or implicitly, of the following:

- (a) the Prepetition Secured Parties' rights under the Credit Documents and the Royalty Trust LC Secured Parties' rights under the Royalty Trust LC Agreement and Royalty Trust LC Collateral Agreement;
- (b) the Prepetition Secured Parties' and Royalty Trust LC Secured Parties' rights to seek any other or supplemental relief in respect of the Debtors;
- (c) the Prepetition Secured Parties' and Royalty Trust LC Secured Parties' rights to seek modification of the grant of adequate protection provided under this Final Order so as to provide different or additional adequate protection at any time;
- (d) any of the First Lien Secured Parties' or Royalty Trust LC Secured Parties' rights under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right to: (i) request modification of the Automatic Stay; (ii) request dismissal of these Chapter 11 Cases, conversion of any of these Chapter 11 Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with extended powers; or (iii) propose, subject to section 1121 of the Bankruptcy Code, a chapter 11 plan or plans;
- (e) any of the First Lien Secured Parties' right to credit bid to the fullest extent provided for in section 363(k) of the Bankruptcy Code up to the full amount of any remaining First Lien Obligations in the sale of any

Prepetition Collateral, or pursuant to (i) section 363 of the Bankruptcy Code; (ii) a plan of reorganization or a plan of liquidation under section 1129 of the Bankruptcy Code; or (iii) a sale or disposition by a chapter 7 trustee for any Debtor under section 725 of the Bankruptcy Code;

- (f) the purchase right of the Second Lien Secured Parties, as set forth in Section 5.7 of the Intercreditor Agreement, and, in combination with the exercise of such purchase right, the right of the Second Lien Secured Parties to credit bid to the fullest extent provided for in section 363(k) of the Bankruptcy Code up to the full amount of remaining First Lien Obligations and Second Lien Obligations in the sale of any Prepetition Collateral, or pursuant to (i) section 363 of the Bankruptcy Code; (ii) a plan of reorganization or a plan of liquidation under section 1129 of the Bankruptcy Code; or (iii) a sale or disposition by a chapter 7 trustee for any Debtor under section 725 of the Bankruptcy Code; or
- (g) any other rights, claims, or privileges (whether legal, equitable or otherwise) of the Prepetition Secured Parties and Royalty Trust LC Secured Parties.

15. No Waiver Under the Intercreditor Agreement. Nothing herein shall be considered a waiver of any rights of any party under the Intercreditor Agreement.

16. Modification of Automatic Stay. The Debtors are authorized to perform all acts and to make, execute and deliver any and all instruments as may be reasonably necessary to implement the terms and conditions of this Final Order and the transactions contemplated hereby. The Automatic Stay is hereby modified to permit the Debtors and each of the Prepetition Secured Parties to accomplish each of the transactions contemplated by this Final Order. The Automatic Stay is hereby further modified to permit the Royalty Trust LC Issuer to apply funds from the Royalty Trust LC Deposit Account against the Royalty Trust LC Indebtedness solely to the extent permitted under the Royalty Trust LC Agreement and Royalty Trust LC Collateral Agreement.

17. 506(c) Waiver. All rights to surcharge any Prepetition Secured Party, any of the Secured Obligations, any of their respective claims or the Prepetition Collateral (including Cash

Collateral) pursuant to sections 506(c) or 105(a) of the Bankruptcy Code, or any other applicable principal in equity or law, shall be and are hereby finally and irrevocably waived, and such waiver shall be binding upon the Debtors and all parties in interest in these Chapter 11 Cases, and no costs or expenses of administration which have been or may be incurred in any of these Chapter 11 Cases at any time shall be charged against any of the foregoing without the prior written consent of the First Lien Agent and no such consent shall be implied from any other action, inaction, or acquiescence by any of the Prepetition Secured Parties or their respective representatives or from the Prepetition Secured Parties' consent to the Approved Budget or any provision of this Final Order; *provided*, for the avoidance of doubt, subject in all respects to the Intercreditor Agreement, that the consent of the First Lien Agent to any surcharge shall in no way affect any right of any Second Lien Secured Party to object to such surcharge.

18. Payments Free and Clear. Any and all payments or proceeds remitted to the Prepetition Secured Parties pursuant to the provisions of the Final Order or any subsequent order of the Court shall be irrevocable (subject to paragraphs 12 and 14 of this Final Order), received free and clear of any claim, charge, assessment or other liability, including, without limitation, any such claim or charge arising out of or based on, directly or indirectly, sections 506(c) (whether asserted or assessed by, through or on behalf of the Debtors) or 552(b) of the Bankruptcy Code, and solely in the case of payments made or proceeds remitted after the delivery of a Carve-Out Trigger Notice, subject to the Carve-Out in all respects.

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

the Prepetition Secured Parties with respect to proceeds, products, offspring or profits of any of the Prepetition Collateral, subject to paragraph 12 of this Final Order.

20. No Marshaling/Application of Proceeds. The Agents shall be entitled to apply the payments or proceeds of the Prepetition Collateral (including the Cash Collateral) in accordance with the provisions of the Credit Documents, and, subject to the Carve-Out, and in no event shall any of the Prepetition Secured Parties be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the Prepetition Collateral (including the Cash Collateral) for the benefit of any non-Prepetition Secured Party.

21. Restrictions on Granting Post-Petition Claims and Liens. Except as expressly provided in this Final Order, it shall be an event of default with respect to the consensual use of Cash Collateral for the Debtors to offer or grant to any person other than the Prepetition Secured Parties any claim or lien that is *pari passu* with or senior to the claims and liens of any of the Prepetition Secured Parties or the Royalty Trust LC Lien and the Debtors’ right to use Cash Collateral under the terms of this Final Order shall terminate without further order of the Court immediately upon such event of default.

22. Automatic Effectiveness of Liens. The Adequate Protection Liens shall not be subject to challenge and shall attach and become valid, perfected, enforceable, non-avoidable (subject to the provisions of paragraph 4(i) of this Final Order) and effective by operation of law as of the Petition Date, having the priority set forth in paragraph 4 of this Final Order, without any further action by the Debtors or the Prepetition Secured Parties and without the necessity of execution by the Debtors, or the filing or recordation, of any financing statements, security agreements, vehicle lien applications, mortgages, filings with the U.S. Patent and Trademark Office, the U.S. Copyright Office or the Library of Congress or other documents or the taking of

any other actions. If the First Lien Agent hereafter requests that the Debtors execute and deliver to it financing statements, security agreements, collateral assignments, mortgages, or other instruments and documents considered by the First Lien Agent to be reasonably necessary or desirable to further evidence the perfection of the Adequate Protection Liens, as applicable, the Debtors are hereby directed to execute and deliver such financing statements, security agreements, mortgages collateral assignments, instruments and documents, and the First Lien Agent is hereby authorized to file or record such documents in their discretion without seeking modification of the Automatic Stay, in which event all such documents shall be deemed to have been filed or recorded at the time and on the date of entry of the Interim Order.

23. Binding Effect. Subject to paragraph 12 of this Final Order, the provisions of this Final Order shall be binding upon and inure to the benefit of the Prepetition Secured Parties to the extent and as set forth herein, the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereafter appointed or elected for the estate of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors). To the extent permitted by applicable law, this Final Order shall bind any trustee hereafter appointed or elected for the estate of any of the Debtors, whether in these Chapter 11 Cases or in the event of the conversion of any of these Chapter 11 Cases to a liquidation under chapter 7 of the Bankruptcy Code. Such binding effect is an integral part of this Final Order.

24. Notices and Documents and Communications pursuant to this Final Order; Invoices. All notices, documents and other communications provided for herein (including the delivery of the Proposed Budgets under paragraph 3 of this Final Order) shall be in writing

(including by email) and shall be delivered by hand or overnight courier service, mailed by certified or registered mail, or email as follows,

a) if to the Debtors,

Enduro Resource Partners LLC
777 Main Street, Suite 800
Fort Worth, TX 76102
Attn:
Kimberly A. Weimer, Vice President and Chief Financial Officer
(kweimer@endurores.com)

with a courtesy copy (that does not constitute notice) to:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Attn:
Caroline A. Reckler (caroline.reckler@lw.com)
Matthew L. Warren (matthew.warren@lw.com)

and

Young Conaway Stargatt & Taylor, LLP
1000 North King Street
Wilmington, DE 19801
Attn:
Michael R. Nestor (mnestor@ycst.com)
Kara Hammond Coyle (kcoyle@ycst.com)

b) if to the First Lien Agent,

Agency Management Services
Bank of America, N.A.
222 Broadway
New York, NY 10038
Mail code NY3-222-14-03
Attn:
Don Pinzon (don.b.pinzon@baml.com)

with a copy to:

Damian S. Schaible
Aryeh Ethan Falk
Davis Polk & Wardwell LLP

450 Lexington Avenue
New York, New York 10017
Attn:
Damian S. Schaible (damian.schaible@davispolk.com)
Aryeh Ethan Falk (aryeh.falk@davispolk.com)

and

Robert J. Dehney
Morris, Nichols, Arsht & Tunnell LLP
1201 North Market Street, 16th Flr.
P.O. Box 1347
Wilmington, DE 19899-1347
RDehney@MNAT.com

c) if to the Royalty Trust LC Issuer,

Agency Management Services
Bank of America, N.A.
222 Broadway
New York, NY 10038
Mail code NY3-222-14-03
Attn:
Don Pinzon (don.b.pinzon@baml.com)

with a copy to:

Damian S. Schaible
Aryeh Ethan Falk
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attn:
Damian S. Schaible (damian.schaible@davispolk.com)
Aryeh Ethan Falk (aryeh.falk@davispolk.com)

and

Robert J. Dehney
Morris, Nichols, Arsht & Tunnell LLP
1201 North Market Street, 16th Flr.
P.O. Box 1347
Wilmington, DE 19899-1347
RDehney@MNAT.com

d) if to the Second Lien Agent,

Wilmington Trust, National Association
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Attn: Enduro Resource Partners LLC Administrator
Email: jjames@wilmingtontrust.com
loanagency@wilmingtontrust.com

with a copy to:

Alice Belisle Eaton
Samuel E. Lovett
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019
Attn:
Alice Belisle Eaton (aeaton@paulweiss.com)
Samuel E. Lovett (slovett@paulweiss.com)

All invoices for the adequate protection payments under paragraph 4 of this Final Order shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by email to the Debtors as follows:

Enduro Resource Partners LLC
777 Main Street, Suite 800
Fort Worth, TX 76102
Attn:
Kimberly A. Weimer, Vice President and Chief Financial Officer
(kweimer@endurores.com)

with a courtesy copy (that does not constitute notice) to:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Attn:
Caroline A. Reckler (caroline.reckler@lw.com)
Matthew L. Warren (matthew.warren@lw.com)

and

Young Conaway Stargatt & Taylor, LLP
1000 North King Street

Wilmington, DE 19801
Attn:
Michael R. Nestor (mnestor@ycst.com)
Kara Hammond Coyle (kcoyle@ycst.com)

and each such invoice shall be paid by the Debtors pursuant to the terms of paragraph 4 of this Final Order.

25. Survival. The provisions of this Final Order and any actions taken pursuant hereto shall survive the entry of any order: (a) confirming any plan of reorganization in any of these Chapter 11 Cases; (b) converting any of these Chapter 11 Cases to a chapter 7 case, or (c) dismissing any of these Chapter 11 Cases, and, with respect to the entry of any order as set forth in clause (b) or (c) of this paragraph 25, the terms and provisions of this Final Order, except as otherwise superseded by the provisions of the Final Order, as well as the Adequate Protection Liens and the Adequate Protection Superpriority Claims shall continue in full force and effect notwithstanding the entry of any such order.

26. Effect of Dismissal of Chapter 11 Cases. If any of these Chapter 11 Cases is dismissed, converted, or substantively consolidated, such dismissal, conversion, or substantive consolidation of these Chapter 11 Cases shall not affect the rights of the Prepetition Secured Parties or the Royalty Trust LC Secured Parties under this Final Order, and all of their rights and remedies thereunder shall remain in full force and effect as if these Chapter 11 Cases had not been dismissed, converted or substantively consolidated. If an order dismissing any of these Chapter 11 Cases is at any time entered, such order shall provide or be deemed to provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that: (a) subject to paragraph 12 of this Final Order, the Prepetition Liens, Adequate Protection Liens, and Adequate Protection Superpriority Claims granted to and conferred upon the Prepetition Secured Parties shall continue in full force and effect and shall maintain their priorities as provided in this Final Order

(and that such Adequate Protection Superpriority Claims shall, notwithstanding such dismissal, remain binding on all interested parties) and (b) to the greatest extent permitted by applicable law, this Court shall retain jurisdiction, notwithstanding such dismissal, for the purpose of enforcing the Prepetition Liens, Adequate Protection Liens, and Adequate Protection Superpriority Claims referred to in this Final Order.

27. Cash Management. Each of the Debtors' deposit accounts, other than any deposit account exclusively used for all or any of payroll, benefits, health care, withholding tax, escrow, customs or other fiduciary purposes, shall be subject to a deposit account control agreement in favor of the First Lien Agent.

28. Notwithstanding anything in this Final Order to the contrary, nothing in this Final Order shall in any way prime or affect the rights, if any, of U.S. Specialty Insurance Company and/or its successors and/or assigns (the "**Surety**") as to: (a) any funds it is holding and/or being held for it presently or in the future whether in trust, as security, or otherwise; and (b) any substitutions or replacements of said funds including accretions to and interest earned on said funds; and (c) any letter of credit related to any indemnity, cash collateral, collateral trust, indemnity agreement or related or similar agreements between Surety and the Debtor and/or the Surety and any of Debtor's subsidiaries or affiliates (collectively, (a) to (c), the "**Surety Assets**"). In addition, nothing in this Final Order shall prime the setoff and/or recoupment rights, if any, or the lien rights of the Surety, if any, or of any party to whose rights the Surety, has or may become subrogated therein, if any, and/or any subrogation or other common law rights of the Surety, if any; provided, that the Debtors reserve all rights and defenses in connection therewith. To the extent that any Surety Assets are being held by the Debtors and are used by the Debtors as part of cash collateral, a concomitant replacement trust claim or replacement lien

shall be granted to the Surety equal to the amount of use of those funds with any replacement trust fund claim to be equal to the amount of trust funds used, and any replacement lien to have the same priority, amount, extent and validity as existed as of the Petition Date. In addition, notwithstanding anything in this Final Order to the contrary, the rights, claims and defenses of the Debtors and of the Surety, including, but not limited to, the Surety's rights under any properly perfected liens and claims and/or claim for equitable rights of subrogation, and rights of the Debtor and of any successors in interest to the Debtor, and any creditors, to object to any such liens, claims and/or equitable subrogation and other rights, are fully preserved. Nothing herein is an admission by the Surety or the Debtor, or a determination by the Bankruptcy Court, regarding any claims under the bonds, and the Surety and the Debtor reserve any and all rights and defenses in connection therewith.

29. Headings. The headings in this Final Order are for purposes of reference only and shall not limit or otherwise affect the meaning of the Final Order.

30. Order Effective. This Final Order shall be effective as of the date of the signature by the Court.

31. Proofs of Claim. None of the Prepetition Secured Parties shall be required to file proofs of claim in any of the Chapter 11 Cases for any Secured Obligation or any Adequate Protection Superpriority Claim, and the Debtors' stipulations in paragraph D herein shall be deemed to constitute a timely filed proof of claim. Notwithstanding any order entered by the Court in relation to the establishment of a bar date, the First Lien Agent, on behalf of itself and the First Lien Secured Parties and the Second Lien Agent, on behalf of itself and the Second Lien Secured Parties, as applicable, are each hereby authorized and entitled, in their sole and absolute

discretion, but not required, to file (and amend and/or supplement, as it sees fit) a proof of claim and/or aggregate proofs of claim in the Chapter 11 Cases for any such claims; for avoidance of doubt, any such proof of claim may (but is not required to be) filed as one consolidated proof of claim against all of the applicable Debtors, rather than as separate proofs of claim against each such Debtor. Any proof of claim filed by the First Lien Agent or the Second Lien Agent shall be deemed to be in addition to and not in lieu of any other proof of claim that may be filed by any of the respective 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 these Chapter 11 Cases shall not apply to the Prepetition Secured Parties with respect to the Secured Obligations. None of the Royalty Trust LC Secured Parties shall be required to file proofs of claim in any of the Chapter 11 Cases for any Royalty Trust LC Indebtedness, and the Debtors' stipulations in paragraph D herein shall be deemed to constitute a timely filed proof of claim.

32. Controlling Effect of Final Order. To the extent any provision of this Final Order conflicts or is inconsistent with any provision of the Motion, the Interim Order or any prepetition agreement, the provisions of this Final Order shall control to the extent of such conflict.

Dated: June __, 2018
Wilmington, Delaware

Kevin Gross
United States Bankruptcy Judge

EXHIBIT B

Blackline

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
)	
ENDURO RESOURCE PARTNERS LLC, <i>et al.</i>,	)	Case No. 18-11174 (KG)
)	
Debtors. ¹	)	(Jointly Administered)
)	
	)	Ref. Docket No <u>Nos.</u> 10 <u>& 69</u>

**~~INTERIM~~FINAL ORDER (A) AUTHORIZING
THE DEBTORS TO USE CASH COLLATERAL, (B) GRANTING
ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES,
~~(C) SCHEDULING A FINAL HEARING~~ AND ~~(D)~~(C) GRANTING RELATED RELIEF**

Upon the Debtors’ Motion² for entry of this ~~interim~~final order (this ~~“Interim Order”~~) and ~~a final order (the “Final Order”~~) pursuant to sections 105, 361, 362, 363, 503, 507, and 552 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014 and Local Rules 2002-1, 4001-2, and 9013-1, *inter alia*:

- i. authorizing the Debtors’ use of the Prepetition Collateral, including Cash Collateral (each as defined below), subject to and pursuant to the terms and conditions set forth in this ~~Interim~~Final Order;
- ii. authorizing the Debtors to provide adequate protection to the Prepetition Secured Parties (as defined below) solely to the extent of any diminution in value of the Prepetition Collateral (as defined below) (including the Cash Collateral) from and after the Petition Date under or in connection with (a) that certain Amended and Restated Credit Agreement dated as of August 1, 2013 (as amended, restated, supplemented or otherwise modified prior to the commencement of these Chapter 11 Cases and with all supplements and exhibits thereto, the **“First Lien Credit Agreement”** and, together with all related agreements and documents executed by any of the Debtors in connection with the First Lien Credit Agreement, the **“First Lien**

¹ The debtors in the chapter 11 cases, along with the last four digits of each debtor’s United States federal tax identification number, if applicable, or other applicable identification number, are: Enduro Resource Partners LLC (6288); Enduro Resource Holdings LLC (5571); Enduro Operating LLC (7513); Enduro Management Company LLC (5932); Washakie Midstream Services LLC (7562); and Washakie Pipeline Company LLC (7798). The debtors’ mailing address is 777 Main Street, Suite 800, Fort Worth, Texas 76102.

² All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

Documents”), by and among Enduro Resource Partners LLC (“*Enduro Partners*”) as borrower, each of the other Debtors as guarantors (Enduro Partners and the other Debtors, in such capacities, the “*First Lien Obligors*”), Bank of America, N.A., as administrative agent and collateral agent (in such capacities, the “*First Lien Agent*”), Bank of America, N.A., as L/C Issuer (in such capacity, the “*L/C Issuer*”) and each of the lenders party thereto (the “*First Lien Lenders*” and, together with the First Lien Agent and each co-agent or sub-agent appointed by the First Lien Agent from time to time pursuant to the First Lien Credit Agreement, the L/C Issuer and any Person that is owed Lender Swap Obligations or that is party to a Secured Cash Management Agreement (each as defined in the First Lien Credit Agreement), the “*First Lien Secured Parties*”); and (b) that certain Amended and Restated Second Lien Term Loan Agreement dated as of March 4, 2016 (as amended, restated, supplemented or otherwise modified prior to the commencement of these Chapter 11 Cases and with all supplements and exhibits thereto, the “*Second Lien Credit Agreement*” and, together with all related agreements and documents executed by any of the Debtors in connection with the Second Lien Credit Agreement, the “*Second Lien Documents*” and the First Lien Documents and the Second Lien Documents, collectively, the “*Credit Documents*”), by and among Enduro Partners as borrower, each of the other Debtors as guarantors (Enduro Partners and the other Debtors, in such capacities, the “*Second Lien Obligors*”), Wilmington Trust, National Association, as successor administrative and collateral agent (in such capacities, the “*Second Lien Agent*” and, together with the First Lien Agent, the “*Agents*”), and each of the lenders party thereto (the “*Second Lien Lenders*” and, together with the Second Lien Agent, the “*Second Lien Secured Parties*”; the First Lien Lenders and the Second Lien Lenders, collectively, the “*Prepetition Lenders*”; the First Lien Secured Parties and the Second Lien Secured Parties, collectively, the “*Prepetition Secured Parties*”);

- iii. authorizing the Debtors to provide adequate protection to the Royalty Trust LC Secured Parties (as defined below);
- iv. approving certain stipulations by the Debtors with respect to the Credit Documents and the liens and security interests arising therefrom;
- v. ~~subject solely to entry of the Final Order,~~ waiving the Debtors’ right to surcharge the Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code, any “equities of the case” exception pursuant to section 552(b) of the Bankruptcy Code, and the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the Prepetition Collateral;

- vi. vacating and modifying the Automatic Stay (as defined herein) to the extent set forth herein;
- vii. waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this ~~Interim Order and as later applicable, the~~ Final Order; ~~and~~
- viii. scheduling a final hearing (the “*Final Hearing*”), which was held on June 11, 2018 on the Motion ~~no later than 30 days after the Petition Date~~ to consider entry of a Final Order granting the relief requested in the Motion on a final basis; and

~~and~~ the Court having reviewed the Motion and the First Day Declaration; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of these proceedings and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that proper and adequate notice of the Motion and the relief requested therein has been provided in accordance with the Bankruptcy Rules ~~and~~, the Local Rules and in accordance with Paragraph 34 of the Interim Order (as defined below), and that, except as otherwise ordered herein, no other or further notice is necessary; and objections (if any) to the Motion having been withdrawn, resolved or overruled on the merits; and ~~a~~ an interim hearing having been held to consider the relief requested in the Motion on May 17, 2018 (the “*Interim Hearing*”); and this Court having entered an interim order granting the relief sought by the Motion on an interim basis on May 17, 2018 (the “Interim Order”) [D.I. 69]; and the Final

[Hearing having been held](#) to consider the relief requested in the Motion and upon the record of the ~~hearing~~[Interim Hearing and the Final Hearing](#) and all of the proceedings had before this Court; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore;

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. Petition Date. On May 15, 2018 (the “*Petition Date*”), each of the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “*Court*”).

B. Debtors in Possession. The Debtors are continuing in the management and operation of their business and properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases.

C. Jurisdiction and Venue. This Court has jurisdiction over these proceedings and over the persons and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334 as well as the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. Venue for the Chapter 11 Cases is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

D. Debtors’ Stipulations. Subject to the limitations set forth in paragraph 12 below, the Debtors acknowledge, admit, agree, represent and stipulate to the following (paragraphs D(i) through D(vii) below are collectively referred to herein as the “*Debtors’ Stipulations*”):

i. First Lien Obligations. As of the *Petition Date*, the First Lien Obligors were truly and justly indebted and liable to the First Lien Secured Parties,

without defense, counterclaim, recoupment or offset of any kind, (a) in the aggregate principal amount of not less than \$208,707,926 outstanding pursuant to and in accordance with the terms of the First Lien Documents, plus (b) (1) accrued and unpaid interest thereon, (2) any additional fees, costs and expenses (including, but not limited to, any attorneys', financial advisors', and other professionals' fees and expenses) that are chargeable or reimbursable under the First Lien Documents, and (3) all other charges, indemnities and other costs and obligations incurred therewith, including any Obligations (as defined in the First Lien Documents) of any kind or nature, whether or not evidenced by any note, agreement or other instrument, whether or not contingent, whenever accrued, due, owing or chargeable in respect of any of the Debtors' obligations under the First Lien Documents (collectively, the "***First Lien Obligations***").

- ii. Second Lien Obligations. As of the Petition Date, the Second Lien Obligors were truly and justly indebted and liable to the Second Lien Secured Parties, without defense, counterclaim, recoupment or offset of any kind, (i) in the aggregate principal amount of not less than \$141,176,036 outstanding pursuant to and in accordance with the terms of the Second Lien Documents, plus (b) (1) accrued and unpaid interest thereon, (2) any additional fees, costs and expenses (including, but not limited to, any attorneys', financial advisors', and other professionals' fees and expenses) that are chargeable or reimbursable under the Second Lien Documents, and (3) all other charges, indemnities and other costs and obligations incurred therewith, including any Obligations (as defined in the Second Lien Documents) of any kind or nature, whether or not evidenced by any note, agreement or other instrument, whether or not contingent, whenever accrued, due, owing or chargeable in respect of any of the Debtors' obligations under the Second Lien Documents (collectively, the "***Second Lien Obligations***" and together with the First Lien Obligations, the "***Secured Obligations***").

- iii. Prepetition First Lien Credit Facility Liens and Prepetition Collateral. The First Lien Obligations are secured by a perfected first-priority lien and security interest (the "***Prepetition First Lien Credit Facility Liens***") in, to, and against substantially all of the real and personal property (including substantially all of the oil and gas leases, rights of way and property interests, including wells, improvements and other property located on such oil and gas properties) of the Debtors, including, without limitation, Cash Collateral, the as-extracted collateral therefrom, the cash and noncash proceeds, receivables and rights in and to all imbalances, joint interest billings and payments from first party purchasers, and other rights arising from all prepetition collateral (collectively, the "***Prepetition Collateral***"), subject only to the Carve-Out (defined below), from and after entry of this ~~Interim~~Final Order, and the Permitted Liens (defined

- below), including, for the avoidance of doubt, the Royalty Trust LC Lien (defined below).
- iv. Prepetition Second Lien Term Loan Liens and Prepetition Collateral. The Second Lien Obligations are secured by a perfected second-priority lien and security interest (the “*Prepetition Second Lien Term Loan Liens*” and together with the Prepetition First Lien Credit Facility Liens, the “*Prepetition Liens*”) in, to, and against the Prepetition Collateral, subject to the Prepetition First Lien Credit Facility Liens, the Carve-Out, from and after entry of this ~~Interim~~Final Order, and the Permitted Liens (defined below), including, for the avoidance of doubt, the Royalty Trust LC Lien.
- v. Validity of First Lien Obligations. The First Lien Obligations constitute legal, valid, and binding obligations of the First Lien Obligors. No offsets, defenses, or counterclaims to the First Lien Obligations exist. No portion of the First Lien Obligations or any payments made to the First Lien Secured Parties or applied to or paid on account of the obligations owing under the First Lien Documents prior to the Petition Date is subject to any contest, avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual or otherwise), attachment, offset, counterclaim, crossclaim, defense, “claim” (as defined in the Bankruptcy Code) of any kind, cause of action, impairment or any other challenge of any kind. The First Lien Documents are valid and enforceable by each of the First Lien Secured Parties and the First Lien Agent, as applicable, for the benefit of the First Lien Secured Parties against each of the applicable Debtors. The First Lien Obligations constitute allowed claims against the applicable Debtors’ estates. No claim of or cause of action held by the Debtors or their estates exists against any of the First Lien Secured Parties or their agents (in such capacity), whether arising under applicable state or federal law (including, without limitation, any recharacterization, subordination, avoidance or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), or whether arising under or in connection with any of the First Lien Documents (or the transactions contemplated thereunder), First Lien Obligations or Prepetition First Lien Credit Facility Liens, including without limitation, any right to assert any disgorgement or recovery.
- vi. Validity of Second Lien Obligations. The Second Lien Obligations constitute legal, valid and binding obligations of the Second Lien Obligors. No offsets, defenses or counterclaims to the Second Lien Obligations exist. No portion of the Second Lien Obligations is subject to any contest, avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual or otherwise), attachment, offset, counterclaim, crossclaim, defense, “claim” (as defined in the Bankruptcy Code) of any kind, cause of action, impairment or any other challenge of any kind. The Second Lien Documents are valid and

enforceable by each of the Second Lien Secured Parties and the Second Lien Agent, as applicable, for the benefit of the Second Lien Secured Parties against each of the applicable Debtors. The Second Lien Obligations constitute allowed claims against the applicable Debtors' estates. No claim of or cause of action held by the Debtors or their estates exists against any of the Second Lien Secured Parties or their agents (in such capacity), whether arising under applicable state or federal law (including, without limitation, any recharacterization, subordination, avoidance or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), or whether arising under or in connection with any of the Second Lien Documents (or the transactions contemplated thereunder), Second Lien Obligations or Prepetition Second Lien Term Loan Liens, including, without limitation, any right to assert any disgorgement or recovery.

- vii. Intercreditor Agreement. The Prepetition Secured Parties, the Prepetition First Lien Credit Facility Liens and the Prepetition Second Lien Term Loan Liens are subject to the Intercreditor Agreement, dated as of March 4, 2016, by and among Bank of America, N.A. as First Lien Collateral Agent, Wilmington Trust, National Association, as Second Lien Collateral Agent, Enduro Partners and the other Debtors (as amended, restated, supplemented or otherwise modified prior to the commencement of these Chapter 11 Cases and with all supplements and exhibits thereto, the "*Intercreditor Agreement*").
- viii. Validity and Perfection of Prepetition First Lien Credit Facility Liens. The Prepetition First Lien Credit Facility Liens (a) secure the First Lien Obligations; (b) are valid, binding, perfected and enforceable liens on and security interests in the Prepetition Collateral (including the Cash Collateral); (c) are not subject, pursuant to the Bankruptcy Code or other applicable law, to any contest, avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual or otherwise), attachment, offset, counterclaim, crossclaim, defense, "claim" (as defined in the Bankruptcy Code) of any kind, cause of action, impairment or any other challenge of any kind; and (d) are subject and subordinate only to (1) from and after the entry of this ~~Interim~~Final Order, the Carve-Out and (2) the Permitted Liens (as defined below) including, for the avoidance of doubt, the Royalty Trust LC Lien, and the Debtors each irrevocably waive, for themselves and their subsidiaries and affiliates, any right to challenge or contest in any way the perfection, validation and enforceability of the Prepetition First Lien Credit Facility Liens or the validity or enforceability of the First Lien Obligations and the First Lien Documents.
- ix. Validity and Perfection of Prepetition Second Lien Term Loan Liens. The Prepetition Second Lien Term Loan Liens (a) secure the Second Lien

Obligations; (b) are valid, binding, perfected and enforceable liens on and security interests in the Prepetition Collateral (including the Cash Collateral); (c) are not subject, pursuant to the Bankruptcy Code or other applicable law, to any contest, avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual or otherwise), attachment, offset, counterclaim, crossclaim, defense, “claim” (as defined in the Bankruptcy Code) of any kind, cause of action, impairment or any other challenge of any kind; and (d) are subject and subordinate only to (1) the Carve-Out, (2) the Permitted Liens and (3) the Prepetition First Lien Credit Facility Liens, and the Debtors each irrevocably waive, for themselves and their subsidiaries and affiliates, any right to challenge or contest in any way the perfection, validation and enforceability of the Prepetition Second Lien Term Loan Liens or the validity or enforceability of the Second Lien Obligations and the Second Lien Documents.

- x. Cash Collateral. All cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents held by the Debtors, including, without limitation, all proceeds of any Prepetition Collateral and all cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents held in any of the Debtors’ banking, checking or other deposit accounts or securities accounts with financial institutions, including, without limitation, those certain accounts at Frost Bank, a Texas state bank, that are subject to that certain Control Account Agreement dated as of June 10, 2015, among Enduro Partners, Frost Bank and the Agents and the Royalty Trust LC Deposit Account, are “cash collateral” of the Prepetition Secured Parties within the meaning of section 363(a) of the Bankruptcy Code, whether received before, on or after the Petition Date (such cash, the “*Cash Collateral*”).
- xi. Royalty Trust LC. As of the Petition Date, Enduro Partners was truly and justly indebted and liable to the Royalty Trust LC Lenders (defined below) and Bank of America, N.A., as Administrative Agent and L/C Issuer (in such capacity, the “*Royalty Trust LC Issuer*”) under that certain Standby Letter of Credit Agreement dated as of March 30, 2018 (the “*Royalty Trust LC Agreement*”) among Enduro Partners, the Royalty Trust LC Issuer and the other Lenders party thereto (collectively, the “*Royalty Trust LC Lenders*” and, together with the Royalty Trust LC Issuer, the “*Royalty Trust LC Secured Parties*”), under which that certain Irrevocable Standby Letter of Credit, dated April 2, 2018 (the “*Royalty Trust LC*”), was issued for the benefit of The Bank of New York Mellon Trust Company, N.A. as Trustee of Enduro Royalty Trust, without defense, counterclaim, recoupment or offset of any kind (the “*Royalty Trust LC Indebtedness*”) as defined in that certain Cash Collateral Agreement dated as of March 30, 2018 (the “*Royalty Trust LC Collateral Agreement*”) between Enduro Partners and the Royalty Trust LC Issuer.

The Royalty Trust LC Indebtedness is secured by a perfected first-priority lien and security interest (the “**Royalty Trust LC Lien**”) in, to, and against the cash held in the Deposit Account (the “**Royalty Trust LC Deposit Account**”) as defined in the Royalty Trust LC Collateral Agreement. The Royalty Trust LC Indebtedness constitutes legal, valid, and binding obligations of Enduro Partners. No offsets, defenses, or counterclaims to the Royalty Trust LC Indebtedness exist. No portion of the Royalty Trust LC Indebtedness or any payments made to the Royalty Trust LC Secured Parties or applied to or paid on account of the obligations owing under the Royalty Trust LC Agreement prior to the Petition Date is subject to any contest, avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual or otherwise), attachment, offset, counterclaim, crossclaim, defense, “claim” (as defined in the Bankruptcy Code) of any kind, cause of action, impairment or any other challenge of any kind. The Royalty Trust LC Agreement and Royalty Trust Collateral Agreement are valid and enforceable by each of the Royalty Trust LC Secured Parties, as applicable, for the benefit of such parties against Enduro Partners. The Royalty Trust LC Indebtedness constitutes allowed claims against Enduro Partners’ estate. No claim of or cause of action held by Enduro Partners or its estates exists against any of Royalty Trust LC Secured Parties, whether arising under applicable state or federal law (including, without limitation, any recharacterization, subordination, avoidance or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), or whether arising under or in connection with the Royalty Trust LC Agreement or the Royalty Trust Collateral Agreement (or the transactions contemplated thereunder), Royalty Trust LC Indebtedness or Royalty Trust LC Lien, including without limitation, any right to assert any disgorgement or recovery.

E. Releases by the Debtors. Subject to ~~entry of the Final Order and to~~ the challenge provisions described in paragraph 12 herein, each of the Debtors and the Debtors’ estates, on its own behalf and on behalf of its past, present and future predecessors, successors, heirs, subsidiaries and assigns (collectively, the “**Releasers**”) to the maximum extent permitted by applicable law, unconditionally, irrevocably and fully forever release, remise, acquit, relinquish, irrevocably waive and discharge each of the First Lien Secured Parties, the Second Lien Secured Parties, and the Royalty Trust LC Secured Parties and each of their respective former, current, or future officers, employees, directors, agents, representatives, owners, members, partners,

financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors in interest, each in their respective capacities as such (collectively, the “*Releasees*”), of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys’ fees, costs, expenses or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending or threatened including, without limitation, all legal and equitable theories of recovery, arising under common law, statute or regulation or by contract, of every nature and description that exist on the date hereof relating to any of the Credit Documents or the transactions contemplated under such documents, including, without limitation, (i) any so-called “lender liability” or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under title 11 of the United States Code, (iii) any and all claims and causes of action regarding the validity, priority, perfection, or avoidability of the liens or claims of the Prepetition Secured Parties and Royalty Trust LC Secured Parties and (iv) any actions taken in connection with alleged defaults under the Credit Documents, Royalty Trust LC Agreement or Royalty Trust LC Collateral Agreement prior to the date hereof and/or the negotiation or consummation of forbearance agreements related thereto, other than with respect to any act or omission of a Releasee that is determined by a final and non-appealable order of a court of competent jurisdiction to have been taken in bad faith or constituted willful misconduct, *provided, however*, that nothing herein shall operate as a release or waiver of any claims or causes of action against the Releasees solely on account of any act taken after the Petition Date. The Debtors’ acknowledgments, stipulations, and releases set forth in paragraph D and ~~subject to entry of the Final Order~~, this paragraph E shall be binding on the

Debtors and their respective representatives, successors and assigns, and on each of the Debtors' estates, and, subject to the challenge provisions contained in paragraph 12 herein, all creditors thereof and holders of interests therein and each of their respective representatives, successors and assigns, including, without limitation, any trustee or other representative appointed in these Chapter 11 Cases, whether such trustee or representative is appointed in chapter 11 or chapter 7; *provided, further*, that the Debtors' release of the Second Lien Secured Parties set forth in this paragraph shall become effective only upon the effectiveness of a chapter 11 plan that is accepted by the First Lien Secured Parties voting as a class, and only with respect to each Second Lien Secured Party that has voted to accept such chapter 11 plan and has not objected to confirmation of such plan.

F. Approved Budget. Attached ~~hereto~~ as Exhibit 1 to the Interim Order is a 13-week cash flow forecast setting forth all projected cash receipts and cash disbursements on a weekly basis (the "***Initial Approved Budget***"). The Initial Approved Budget is an integral part of this ~~Interim~~Final Order and has been relied upon by the First Lien Secured Parties in consenting to entry of ~~this~~the Interim Order, this Final Order and the Debtors' use of the Prepetition Collateral (including the Cash Collateral). The Debtors represent and warrant to the First Lien Secured Parties and this Court that the Initial Approved Budget includes and contains the Debtors' good faith best estimate of all operational receipts and all operational disbursements, fees, costs, and other expenses that will be payable, incurred and/or accrued by any of the Debtors during the period covered by the Initial Approved Budget, *provided* that the Debtors make no representation with respect to professional fees and expenses, and payment of professional fees and expenses of any of the Prepetition Secured Parties shall be subject to provisions set forth in paragraph 4 of this ~~Interim~~Final Order. The Initial Approved Budget,

including any variance permitted thereunder, is achievable and will allow the Debtors to operate in the Chapter 11 Cases and pay post-petition administrative expenses as they come due. The Debtors shall be required to provide to the Agents and their professional advisors a Budget Variance Report (as defined below) in accordance with the provisions of paragraph 3 of this ~~Interim~~[Final](#) Order.

G. Consent to Use of Cash Collateral. The First Lien Secured Parties, the Agents, and the Second Lien Secured Parties have consented, conditioned on the entry of this ~~Interim~~[Final](#) Order, to the Debtors' proposed use of the Prepetition Collateral, including the Cash Collateral, solely on the terms and conditions set forth in this ~~Interim~~[Final](#) Order, and such consent is binding on such parties.

H. Adequate Protection. The adequate protection provided to the Prepetition Secured Parties, as set forth more fully in paragraph 4 of this ~~Interim~~[Final](#) Order, for any diminution in the value of the Prepetition Secured Parties' interest in the Prepetition Collateral (including the Cash Collateral) from and after the Petition Date for any reason provided for under the Bankruptcy Code, including, without limitation, from the use of any Prepetition Collateral (including the Cash Collateral), pursuant to the provision of ~~this~~[the](#) Interim Order or this Final Order, the use, sale, lease, or other diminution in value for any reason provided for under the Bankruptcy Code of the Prepetition Collateral (including the Cash Collateral) or the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (the "*Automatic Stay*"), or the grant of a lien under section 364 of the Bankruptcy Code (collectively, "*Diminution in Value*"), is consistent with and authorized by the Bankruptcy Code and is offered by the Debtors to protect the Prepetition Secured Parties' interests in the Prepetition Collateral (including the Cash Collateral) in accordance with sections 361, 362, 363, and 364 of

the Bankruptcy Code. The adequate protection provided herein and other benefits and privileges contained herein are necessary in order to (i) protect the Prepetition Secured Parties from Diminution in Value of their respective interests of their Prepetition Collateral (including the Cash Collateral), and (ii) obtain the consents and agreements contemplated herein.

I. Good Cause Shown; Best Interest. ~~An immediate and~~ critical need exists for the Debtors to use the Cash Collateral, in accordance with this ~~Interim~~Final Order, (i) for working capital purposes; (ii) other general corporate purposes of the Debtors; and (iii) the satisfaction of the costs and expenses of administering the Chapter 11 Cases. ~~The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) and the Local Rules. Absent entry of this Interim Order, the Debtors' businesses, properties and estates will be immediately and irreparably harmed.~~ This Court concludes that good cause has been shown and entry of this ~~Interim~~Final Order is in the best interest of the Debtors' respective estates and creditors as its implementation will, among other things, allow for the continued operation of the Debtors' existing businesses and enhance the Debtors' prospects for a successful reorganization.

J. No Liability to Third Parties. The Debtors stipulate and the Court finds that, in permitting the Debtors to use the Prepetition Collateral, including the Cash Collateral, on the terms and conditions set forth in this ~~Interim~~Final Order, or in taking any other actions expressly permitted by this ~~Interim~~Final Order, none of the Prepetition Secured Parties shall (i) incur liability to any third party or be deemed to be in control of the operation of any of the Debtors or to be acting as a "controlling person," "responsible person," or "owner or operator" with respect to the operation or management of any of the Debtors (as such term, or any similar terms, are used in the Internal Revenue Code, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any other Federal or state statute) or (ii) owe

any fiduciary duty to any of the Debtors, their creditors or estates, or shall constitute or be deemed to constitute a joint venture or partnership with any of the Debtors.

K. Section 552(b). Each of the Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code ~~and, subject to entry of the Final Order, the~~ The “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties with respect to proceeds, product, offspring, or profits with respect to any of the Prepetition Collateral.

L. Notice. Under the circumstances of these Chapter 11 Cases, proper, timely, adequate, and sufficient notice of the Motion and ~~Interim~~Final Hearing has been provided in accordance with the Bankruptcy Code, Bankruptcy Rules, and the Local Rules, and no further notice of the Motion ~~(except as set forth herein)~~ or the ~~Interim~~Final Hearing shall be required.

Based upon the foregoing, and upon the record made before this Court at the ~~Interim~~Hearing and the Final Hearing, and good and sufficient cause appearing therefor,

ORDERED, ADJUDGED, AND DECREED THAT:

1. Approval of ~~Interim~~Final Order. The Motion is approved on ~~an interim~~a final basis on the terms and conditions set forth in this ~~Interim~~Final Order. Any objections to the ~~interim~~ relief sought by the Motion that have not previously been withdrawn, waived, or resolved at or prior to the ~~Interim~~Final Hearing are hereby overruled, and (except as set forth herein) all reservations of rights included therein with respect to ~~interim~~ relief on the Motion are hereby denied and overruled. ~~The rights of all parties in interest to object to the entry of a Final Order on the Motion are reserved.~~

2. Authorization to Use Cash Collateral. Subject to the terms and conditions of this ~~Interim~~Final Order, the Debtors are hereby authorized to continue to use Cash Collateral ~~on an~~

~~interim basis~~ during the period beginning with the Petition Date and ending on the Termination Date (as defined below) for (a) working capital purposes; (b) other general corporate purposes of the Debtors; and (c) the satisfaction of the costs and expenses of administering the Chapter 11 Cases; *provided* that the Debtors' use of Cash Collateral shall be in accordance with the Approved Budget (as defined below), subject to the variance provisions set forth in paragraph 3 herein, or as otherwise set forth in this ~~Interim~~[Final](#) Order; *provided further*, that (x) the Prepetition Secured Parties and Royalty Trust LC Secured Parties are granted the adequate protection as set forth herein and (y) except as otherwise expressly provided in this ~~Interim~~[Final](#) Order (including as provided in paragraph 9 hereof) the Debtors shall be prohibited from using the Cash Collateral at any time following the occurrence of the Termination Date without further order of the Court.

3. Approved Budget; Budget Variance.

- (a) Delivery of Proposed Budgets. On the third Friday following the Petition Date and on every fourth Friday thereafter, the Debtors shall deliver a proposed updated budget for the 13-week period (such period, when covered by an Approved Budget, the "***Approved Budget Period***") beginning with the second Monday immediately following such Friday (or such other date as may be agreed to by the First Lien Agent), substantially in the form of the Initial Approved Budget (each a "***Proposed Budget***"), to the professional advisors to the First Lien Agent.
- (b) Approval of Proposed Budgets. As of the entry of this ~~Interim~~[Final](#) Order, the "Approved Budget" shall be the ~~Initial~~[current](#) Approved Budget under the Interim Order. Each Proposed Budget provided to the First Lien Agent shall be of no force and effect unless and until it is approved by the First Lien Agent in writing (including by email) delivered to the address specified in paragraph 24 of this ~~Interim~~[Final](#) Order and until such determination is made, the prior Approved Budget shall remain in effect. Any such Proposed Budget, upon the approval of the First Lien Agent, shall become the "Approved Budget" for the period of time covered thereby, and shall prospectively replace any prior Approved Budget.
- (c) Delivery of Variance Reports. On the fourth business day of the first full week after the Petition Date and the fourth business day of each week

thereafter, the Debtors shall deliver to the professional advisors to the First Lien Agent a weekly variance report, in form and detail reasonably satisfactory to the First Lien Agent, that sets forth and compares (a) for the previous week through Friday, the actual cash receipts and disbursements of the Debtors for such week with the budgeted receipts and disbursements in the Approved Budget for such week and (b) for the applicable Four Week Period (as defined below) (or any applicable shorter period for any report delivered prior to the fifth week of the then-current Approved Budget Period), the actual cash receipts and disbursements of the Debtors for such Four Week Period (or any applicable shorter period for the reports delivered prior to the fifth week of the then-current Approved Budget Period) with the budgeted receipts and disbursements in the Approved Budget(s) for such Four Week Period (or any applicable shorter period for the reports delivered prior to the fifth week of the then-current Four Week Period) (the “**Budget Variance Report**”).

- (d) Variance Testing: Compliance with Approved Budget. The Debtors shall comply with the Approved Budget, subject to the variance provisions set forth in this paragraph. For purposes of this ~~Interim~~Final Order, “**Four Week Period**” shall mean, as applicable, weeks one through four, weeks five through eight, and weeks nine through twelve of any Approved Budget Period. The Debtors shall ensure that at no time shall the cumulative total actual cash disbursements of the Debtors in the aggregate for any Four Week Period be greater than 115% of the cumulative budgeted total cash disbursements of the Debtors for such Four Week Period as set forth in the Approved Budget, *provided*, that cash disbursements of the Debtors of professional fees and expenses of any of the Prepetition Secured Parties shall not be subject to such variance test and payment of such professional fees and expenses shall not be subject to the Approved Budget, *provided further*, that, solely in the event that the Debtors continue to operate under any Approved Budget beyond week four of such Approved Budget because a new Approved Budget for such period has not been approved, any variance below such 115% cap from the first Four Week Period under such Approved Budget may be carried forward.

4. Prepetition Secured Parties’ Adequate Protection. Pursuant to sections 361, 363(c), and 364 of the Bankruptcy Code, the Debtors shall provide adequate protection for the interests of the Prepetition Secured Parties in the Prepetition Collateral (including the Cash Collateral) to the extent of any Diminution in Value of the Prepetition Secured Parties’ interest in the Prepetition Collateral (including the Cash Collateral) from and after the Petition Date. The

Agents, on behalf of themselves and for the benefit of each of the Prepetition Secured Parties, are hereby granted, solely to the extent of any Diminution in Value of their interests in the Prepetition Collateral (including the Cash Collateral) from and after the Petition Date, the following (collectively, the “*Secured Party Adequate Protection Obligations*”):

- (a) First Lien Adequate Protection Liens. Subject to the Carve-Out, the Permitted Liens, including, for the avoidance of doubt, the Royalty Trust LC Lien, and, solely to the extent required under the Bankruptcy Code, that are perfected subsequent to the Petition Date as permitted by Bankruptcy Code section 546(b) in all respects, pursuant to section 361 and 363(e) of the Bankruptcy Code, and as a condition of the consensual use of Cash Collateral set forth herein, as adequate protection against actual Diminution in Value of their interests in the Prepetition Collateral, including the Cash Collateral, effective as of the Petition Date and perfected without the need for execution by the Debtors or recordation or filing of security agreements, control agreements, pledge agreements, financing statements, mortgages or other similar documents, or the possession or control by the First Lien Agent of any of the Adequate Protection Collateral (as defined below), the First Lien Agent is hereby granted, for the ratable benefit of the First Lien Secured Parties, valid, binding, continuing, enforceable, fully perfected, security interests in and liens (the “*First Lien Adequate Protection Liens*”) on any and all tangible and intangible pre- and post-petition property of the Debtors, whether existing before, on or after the Petition Date, together with any proceeds thereof, including, without limitation, any and all cash and any investment of such cash, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, chattel paper, interests in leaseholds (*provided, however*, that solely to the extent that any lease prohibits the granting of a lien thereon, or otherwise prohibits hypothecation of the leasehold interest, then in such event there shall only be a lien on the economic value of, proceeds of sale or other disposition of, and any other proceeds and products of such leasehold interests unless the applicable provision is rendered ineffective by applicable non-bankruptcy law or the Bankruptcy Code), real property, deposit accounts (except for any account created to hold an adequate assurance deposit for utility providers, pursuant to separate order of this Court), securities accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, capital stock of subsidiaries, wherever located, and the proceeds, products, rents, accession and profits of the foregoing (collectively, the “*Adequate Protection Collateral*”).

- (b) Second Lien Term Loan Adequate Protection Liens. Subject to the Carve-Out, the Permitted Liens, including, for the avoidance of doubt, the Royalty Trust LC Lien, the Prepetition First Lien Credit Facility Liens, the First Lien Adequate Protection Liens, and, solely to the extent required under the Bankruptcy Code, that are perfected subsequent to the Petition Date as permitted by Bankruptcy Code section 546(b) in all respects, pursuant to section 361 and 363(e) of the Bankruptcy Code, and as a condition of the consensual use of Cash Collateral set forth herein, as adequate protection against actual Diminution in Value of their interests in the Prepetition Collateral, including the Cash Collateral, effective as of the Petition Date and perfected without the need for execution by the Debtors or recordation or filings of security agreements, control agreements, pledge agreements, financing statements, mortgages or other similar documents, or the possession or control by the Second Lien Agent of any of the Adequate Protection Collateral, the Second Lien Agent is hereby granted, for the ratable benefit of the Second Lien Secured Parties, valid, binding, continuing, enforceable, fully perfected, security interests in and liens (the “**Second Lien Adequate Protection Liens**” and together with the First Lien Adequate Protection Liens, the “**Adequate Protection Liens**”) on the Adequate Protection Collateral.
- (c) Avoidance Actions and Avoidance Action Proceeds. The Adequate Protection Collateral shall not include any claims or causes of action of the Debtors arising under sections 502(d), 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code (collectively, the “**Avoidance Actions**”) of the Debtors; *provided, however*, the Adequate Protection Collateral shall include, ~~subject to and effective upon entry of the Final Order,~~ the proceeds of Avoidance Actions (the “**Avoidance Actions Proceeds**”).
- (d) First Lien Adequate Protection Superpriority Claims. The Secured Party Adequate Protection Obligations due to the First Lien Secured Parties shall constitute allowed superpriority administrative expense claims pursuant to sections 503(b) and 507(b) of the Bankruptcy Code of each of the First Lien Secured Parties (such claims, the “**First Lien Adequate Protection Superpriority Claims**”). The First Lien Adequate Protection Superpriority Claims shall be subject only to the Carve-Out, and shall be allowed claims against each of the Debtors (jointly and severally) with, to the fullest extent permitted under the Bankruptcy Code, priority over any and all administrative expenses and all other claims against the Debtors now existing or hereafter arising, of any kind whatsoever, including, without limitation, all other administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all other administrative expenses or other claims arising under any other provision of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment. The First Lien Adequate Protection Superpriority Claims

shall be payable from and have recourse to all pre- and post-petition property of the Debtors including, ~~subject to entry of the Final Order~~, the proceeds of any Avoidance Actions.

- (e) Second Lien Adequate Protection Superpriority Claims. The Secured Party Adequate Protection Obligations due to the Second Lien Secured Parties shall constitute allowed superpriority administrative expense claims pursuant to sections 503(b) and 507(b) of the Bankruptcy Code junior to the First Lien Adequate Protection Superpriority Claims by each of the Second Lien Secured Parties (such claims, the “***Second Lien Adequate Protection Superpriority Claims***” and together with the First Lien Adequate Protection Superpriority Claims, the “***Adequate Protection Superpriority Claims***”). The Second Lien Adequate Protection Superpriority Claims shall be subject only to the Carve-Out and the First Lien Adequate Protection Superpriority Claims, and shall be allowed claims against each of the Debtors (jointly and severally) with, to the fullest extent permitted under the Bankruptcy Code, priority over any and all administrative expenses and all other claims against the Debtors now existing or hereafter arising, of any kind whatsoever, including, without limitation, all other administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all other administrative expenses or other claims arising under any other provision of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, provided, that the Second Lien Secured Parties shall be deemed to waive, pursuant to the Intercreditor Agreement, the right to receive payment in cash of the Second Lien Adequate Protection Superpriority Claims until and unless the First Lien Obligations are paid in full in cash or holders of a majority of First Lien Obligations otherwise agree in writing. The Second Lien Adequate Protection Superpriority Claims shall be payable from and have recourse to all pre- and post-petition property of the Debtors including, ~~subject to entry of the Final Order~~, the proceeds of any Avoidance Actions.
- (f) Priority of Adequate Protection Liens and Superpriority Claims. The First Lien Adequate Protection Liens have priority over and are senior in all respects to the Second Lien Adequate Protection Liens with respect to the Adequate Protection Collateral. The Prepetition First Lien Credit Facility Liens have priority over and are senior in all respects to the Second Lien Adequate Protection Liens with respect to the Prepetition Collateral. The Adequate Protection Liens shall be junior only to (i) the Carve-Out, (ii) solely with respect to the Second Lien Adequate Protection Liens, the First Lien Adequate Protection Liens and the Prepetition First Lien Credit Facility Liens and (iii) any other valid, enforceable, unavoidable and properly perfected liens on the Adequate Protection Collateral existing on the Petition Date with priority over the Prepetition Secured Parties’ liens

on the Adequate Protection Collateral, including, for the avoidance of doubt, the Royalty Trust LC Lien, or in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, (the “**Permitted Liens**”). Other than the Carve-Out, ~~and subject to the entry of the Final Order,~~ to the fullest extent permitted by the Bankruptcy Code, no cost or expense of administration under sections 105, 503, or 507 of the Bankruptcy Code or otherwise, including any such cost or expense resulting from or arising after the conversion of any of these Chapter 11 Cases under section 1112 of the shall be senior to, or *pari passu* with, the Adequate Protection Superpriority Claims.

- (g) Cash Payments. As additional adequate protection, the First Lien Secured Parties shall receive from the Debtors cash payments in an amount equal to (i) immediate payment of all cash interest, fees and other amounts accrued and unpaid under the terms of the First Lien Credit Agreement prior the Petition Date and (ii) current payment of interest at the Base Rate under the First Lien Credit Agreement plus 2.50% on the first Business Day of each calendar month.
- (h) Professional Fees and Expenses. As additional adequate protection, the First Lien Secured Parties shall receive from the Debtors, as applicable, current payment of all outstanding prepetition and all post-petition reasonable and documented fees and expenses incurred by the First Lien Agent, including the reasonable and documented fees and expenses incurred by Davis Polk & Wardwell LLP and Morris, Nichols, Arsht & Tunnell LLP, as counsel to the First Lien Agent, and RPA Advisors, LLC, as financial advisors to the First Lien Agent, subject to the procedures set forth in paragraph 6 hereof. Immediately upon entry of this ~~Interim~~**Final** Order, the Debtors shall pay in cash the reasonable and documented fees and expense and other disbursements payable to Davis Polk & Wardwell LLP and Morris, Nichols, Arsht & Tunnell LLP, as counsel to the First Lien Agent, and RPA Advisors, LLC, as financial advisors to the First Lien Agent, that have accrued as of the Petition Date.

5. Royalty Trust Secured Parties Adequate Protection. As adequate protection, the Royalty Trust LC Secured Parties shall receive from the Debtors, as applicable, current payment of all outstanding prepetition and all post-petition reasonable and documented fees and expenses incurred by the Royalty Trust LC Issuer, including the reasonable and documented fees and expenses incurred by Davis Polk & Wardwell LLP and Morris, Nichols, Arsht & Tunnell LLP,

as counsel to the Royalty Trust LC Issuer, and RPA Advisors, LLC, as financial advisors to the Royalty Trust LC Issuer, subject to the procedures set forth in paragraph 6 hereof.

6. Adequate Protection Professional Fee Procedures. Payment of professional fees of the advisors to the First Lien Agent and the Royalty Trust LC Issuer shall not be subject to allowance by the Court. Notwithstanding the foregoing, at the same time that invoices therefor are delivered to the Debtors, such professionals shall deliver of copy of such invoices to the U.S. Trustee (with notice copies also provided to any statutory committee appointed in these cases). None of such invoices shall be required to comply with the U.S. Trustee fee guidelines, to be filed with any fee applications with the Court or to contain individual time detail (other than summary data regarding hours worked by each individual timekeeper for the applicable professionals and a summary statement of the nature of the tasks performed and expense detail) and may be redacted to protect privileged, confidential or proprietary information. The provision of such invoices shall not constitute a waiver of the attorney-client privilege or any benefits of the attorney work product doctrine. The Debtors, the U.S. Trustee, and any statutory committee shall have 10 days following their receipt of such invoices to file objections with the Court with respect to the reasonableness of the fees and expenses included therein. If an objection is not filed with the Court pursuant to this paragraph, the Debtors shall pay the fees, expenses and disbursements set forth in this paragraph within ten (10) days following receipt of the applicable invoice (which time period may be extended by the applicable professional in its discretion). If any such objection is filed and not resolved within ten (10) days after such objection is interposed, a hearing with respect thereto shall be conducted at a regularly scheduled omnibus hearing in the Chapter 11 Cases, *provided, however* that if any party files any such objection, the Debtors shall pay (i) any undisputed portion of such fees, costs and expenses

within ten (10) days of their receipt of such invoice and (ii) the disputed portion of such fees, costs and expenses promptly following the resolution of such dispute as described in this paragraph.

7. Reporting; Access to Records. The Debtors shall comply with the reporting requirements set forth in the First Lien Documents. In addition to, and without limiting, whatever rights to access the First Lien Secured Parties have under the First Lien Documents, upon reasonable notice, at reasonable times during normal business hours, the Debtors shall permit representatives, agents and employees of the First Lien Agent (a) to have access to and inspect the Debtors' properties, (b) to examine the Debtors' books and records, and (c) to discuss the Debtors' affairs, finances and condition with the Debtors' officers and financial advisors.

8. Termination of Cash Collateral Authorization. Unless otherwise ordered by the Court or agreed to in writing by the First Lien Agent and Majority Lenders (as defined in the First Lien Credit Agreement), the Debtors' right to use Cash Collateral under the terms of this ~~Interim~~Final Order shall terminate without further order of the Court upon the occurrence of the "**Termination Date**" (notice of which shall promptly be provided to the Debtors, counsel to the Debtors, the U.S. Trustee and any statutory committee appointed in these cases), which shall occur five calendar days following written notice (including via email) from the First Lien Agent (acting at the direction of Majority Lenders) to the Debtors of the occurrence of any of the following events, *provided* that the Termination Date shall occur immediately upon the occurrence of any event set forth in subsections 6(a), 6(h), 6(j), 6(k), 6(l), 6(m), or 6(o) below, and notice of termination of the Plan Support Agreement in accordance with the terms thereof shall be sufficient notice of the occurrence of the event set forth in subsection 6(b) hereof:

- (a) the occurrence of the effective date of the Plan (as defined in the Plan Support Agreement);

- (b) the Plan Support Agreement (as may be hereafter modified or amended in accordance with the terms thereof) shall have terminated as to all parties thereto in accordance with its terms;
- (c) the failure of the Enduro Entities to meet any milestone set forth in Exhibit C to the Plan Support Agreement (as may be hereafter modified or amended in accordance with the terms thereof);
- (d) the failure of the Debtors to distribute the Net Cash Proceeds (as defined in the Plan Support Agreement) of any asset sale to the First Lien Agent in accordance with the Plan Support Agreement, irrespective of whether such agreement has been assumed by the Debtors or has been terminated;
- (e) any Debtor files or publicly announces that it will file (or fails to timely object to) or joins in or supports any plan (or disclosure statement related thereto) in the Chapter 11 Cases other than with respect to the Plan or with the prior written consent of the First Lien Agent and Majority Lenders;
- (f) any Debtor seeks approval or publicly announces that it will seek approval of any Sale in the Chapter 11 Cases without the prior written consent of the First Lien Agent and Majority Lenders;
- (g) any Debtor's failure to comply with any of the material terms or conditions of ~~this~~the Interim or this Final Order, including, but not limited to, failure to comply with the Approved Budget (subject to the variance provisions described in paragraph 3), failure to deliver a Proposed Budget or any Budget Variance Report as and when provided in paragraph 3 of this ~~Interim~~Final Order or granting or offering to grant to any person any lien of the type specified in paragraph 21 of this ~~Interim~~Final Order;
- (h) any Debtor shall grant, create, incur or suffer to exist any post-petition liens or security interests other than (i) those granted pursuant to this ~~Interim~~Final Order, (ii) carriers' mechanics', operator's, warehousemen's, repairmen's or other similar liens arising in the ordinary course of business, (iii) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation arising in the ordinary course of business, and (iv) deposits to secure the performance of any post-petition statutory obligations and other obligations of a like nature incurred in the ordinary course of business, *provided* that the Debtor(s) shall have 10 business days from receipt of notice thereof to cure any of the foregoing which were involuntarily imposed or created;
- (i) any Debtor shall create, incur or suffer to exist any other claim that is *pari passu* with or senior to the Adequate Protection Superpriority Claims;

- (j) the failure of the Debtors to make any payment provided for under this ~~Interim~~Final Order to the First Lien Secured Parties or Royalty Trust LC Secured Parties within five business days of the date such payment is due, unless otherwise agreed with the First Lien Agent and Majority Lenders (as defined in the First Lien Credit Agreement);
- (k) this ~~Interim Order or the~~ Final Order ~~(if entered)~~ ceases, for any reason (other than with the express written agreement of the First Lien Agent and Majority Lenders in their sole discretion), to be in full force and effect in any material respect, or any Debtor so asserts in writing, or the Adequate Protection Liens or Adequate Protection Superpriority Claims created by this ~~Interim Order or the~~ Final Order ~~(if entered)~~ cease in any material respect to be enforceable and of the same effect and priority purported to be created hereby or any Debtor so asserts in writing;
- (l) the Court shall have entered an order amending, supplementing or otherwise modifying this ~~Interim~~Final Order (other than non-substantive amendments, supplementations or modifications) without the consent of the First Lien Agent and Majority Lenders;
- (m) any Debtor supports or takes any steps in furtherance of an action commenced by any other person against any of the Prepetition Secured Parties or Royalty Trust LC Secured Parties, with respect to any of the Credit Documents, the Royalty Trust LC Agreement or Royalty Trust LC Collateral Agreement, including, without limitation, any action to avoid or subordinate any obligations under any of the Credit Documents, the Royalty Trust LC Agreement or Royalty Trust LC Collateral Agreement, *provided* that compliance with discovery requests brought by third parties in connection with any of the foregoing shall not constitute a Termination Event under this paragraph;
- (n) the Court shall have entered an order appointing a chapter 11 trustee, responsible officer or any examiner with enlarged powers relating to the operation of the businesses in these Chapter 11 Cases;
- (o) the Court shall have entered an order granting relief from the Automatic Stay to the holder or holders of any security interest to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any of the Debtors' assets which have an aggregate value in excess of \$100,000;
- (p) the Court shall have entered an order avoiding, disallowing, subordinating or recharacterizing any claim, lien or interest held by any Prepetition Secured Party or Royalty Trust LC Secured Party; and

- (q) an order shall have been entered dismissing any of these Chapter 11 Cases or converting any of these Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code.

9. Remedies upon the Occurrence of the Termination Date. Upon the occurrence of the Termination Date, (a) consensual use of Cash Collateral shall terminate immediately; (b) the First Lien Adequate Protection Superpriority Claims, if any, shall become due and payable; and (c) the First Lien Agent may, upon five business days' written notice to counsel to the Debtors, the U.S. Trustee and any statutory committee appointed in these cases, (i) set off amounts in any account of the Debtors maintained with the First Lien Agent or with respect to which the First Lien Agent exercises control pursuant to a deposit account control agreement to the extent necessary for payment of the Secured Party Adequate Protection Obligations due to the First Lien Secured Parties and/or (ii) exercise any other rights and remedies available under the Credit Documents, this [InterimFinal](#) Order or applicable law. Remedies shall be cumulative and non-exclusive. The Automatic Stay is hereby deemed modified and vacated to the extent necessary to permit such actions upon the occurrence of the Termination Date and pursuant to the terms set forth herein. Notwithstanding anything to the contrary herein or the occurrence of the Termination Date, all of the rights, remedies, benefits and protections provided to the Agents under this [InterimFinal](#) Order shall survive the occurrence of the Termination Date. The Debtors and all parties in interest shall be entitled to seek an emergency hearing before this Court, including to contest whether the Termination Date has occurred under paragraph 8 of this [InterimFinal](#) Order and at which hearing the Debtors shall reserve the right to seek Court approval of a new order approving the use of Cash Collateral, *provided* that pending such hearing, the Debtors may only use Cash Collateral to make necessary ordinary course operating expenditures.

10. Carve-Out.

- (a) For purposes of this ~~Interim~~Final Order, the “*Carve-Out*” means an amount equal to the sum of (i) all fees required to be paid to the clerk of the Court and all statutory fees payable to the Office of the U.S. Trustee under section 1930(a) of title 28 of the United States Code, plus interest at the statutory rate (without regard to the notice set forth in clause (iii) below), none of which shall be subject to any budget; (ii) all reasonable fees and expenses of up to \$50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in clause (iii) below); and (iii) all allowed unpaid fees, costs and expenses (the “*Professional Fees*”) incurred by persons or firms retained by the Debtors pursuant to sections 327 or 328 of the Bankruptcy Code (the “*Debtor Professionals*”) or any statutory committee appointed in the Chapter 11 Cases (each, a “*Committee*”) pursuant to section 328 or 1103 of the Bankruptcy Code (the “*Committee Professionals*”), whose retention is approved by a final order of the Court (which order has not been reversed, vacated, stayed or appealed) that are incurred (A) at any time before the occurrence of the Termination Date and delivery by the First Lien Agent of written notice thereof (the “*Carve-Out Trigger Notice*”) to the Debtors and the Debtors’ advisors (which may be by email), whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice, in an aggregate amount in accordance with and solely to the extent set forth in the Approved Budget in effect prior to the date of delivery of a Carve-Out Trigger Notice (and subject to any further limits imposed by this ~~Interim Order or the~~ Final Order or otherwise on Professional Fees permitted to be incurred in connection with any permitted investigations of Challenges against any Prepetition Secured Parties or any Royalty Trust LC Secured Party), and (B) after the occurrence of the Termination Date and delivery of a Carve-Out Trigger Notice, in an aggregate amount not to exceed \$500,000, to the extent such Professional Fees are allowed at any time (the amount set forth in this clause (iii)(B) being the “*Post-EoD Carve-Out Amount*”); *provided* that the Post-EoD Carve-Out Amount shall be reduced on a dollar-for-dollar basis by any payments made on or after the date of delivery of a Carve-Out Trigger Notice of Professional Fees incurred on or after such date; *provided, further*, that nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation described in clause (i), (ii) or (iii) above, on any grounds.
- (b) Notwithstanding the foregoing, the Carve-Out shall not include, apply to or be available for any fees or expenses incurred by any party in connection with (i) the investigation, initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation (A) against any of the Prepetition Secured Parties or Royalty Trust LC Secured Parties or (B) challenging the amount, validity, perfection,

priority or enforceability of or asserting any defense, counterclaim or offset to, the obligations and the liens and security interests granted under, as applicable, the Credit Documents, Royalty Trust LC Agreement or Royalty Trust LC Collateral Agreement, including, without limitation, for lender liability or, other than as set forth in paragraphs 12 and 13 of this ~~Interim Order or similar provisions of the~~ Final Order, ~~as applicable,~~ pursuant to section 105, 510, 544, 547, 548, 549, 550, or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise; (ii) attempts to modify any of the rights granted to any of the Prepetition Secured Parties or Royalty Trust LC Secured Parties hereunder; or (iii) paying any amount on account of any claims arising before the commencement of these Chapter 11 Cases unless such payments are approved by an order of the Court; *provided, however*, that nothing herein shall exclude from the Carve-Out any reasonable fees and expenses incurred (w) in opposing any of the foregoing actions, (x) in responding to formal discovery requests brought by third parties in connection with any of the foregoing; (y) in seeking, in good faith, a determination regarding whether the Termination Date occurred or (z) in seeking, in good faith, an order authorizing the Debtors' non-consensual use of Cash Collateral by showing that the Prepetition Secured Parties and Royalty Trust LC Secured Parties are adequately protected.

- (c) Notwithstanding anything to the contrary herein, the Carve-Out shall be senior to all liens and claims granted under this ~~Interim~~Final Order, including, without limitation, the Adequate Protection Liens and the Adequate Protection Superpriority Claims, and any and all other liens or claims securing any of the First Lien Obligations or obligations under the Second Lien Credit Agreement. For the avoidance of doubt, the Carve Out shall not be senior to the Royalty Trust LC Lien.

11. Right to Seek Additional Adequate Protection. This ~~Interim~~Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the Prepetition Secured Parties or Royalty Trust LC Secured Parties to request additional forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request.

12. Effect of Stipulations on Third Parties. The releases, stipulations and admissions contained in this ~~Interim~~Final Order, including, without limitation, in paragraphs D and, ~~subject to entry of the Final Order,~~ E of this ~~Interim~~Final Order, shall be binding upon the Debtors and

their affiliates and any of their respective successors in all circumstances. The releases, stipulations, and admissions contained in this ~~Interim~~Final Order, including, without limitation, in paragraphs D and E of this ~~Interim~~Final Order, shall be binding upon all other parties in interest, including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for the Debtor (a “*Trustee*”), any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases and any other person or entity acting on behalf of the Debtors’ estate, or otherwise, unless and except to the extent that, with respect to any particular party in interest, (a) such party in interest has filed an adversary proceeding or contested matter (in compliance with the procedures set forth in this paragraph 12) by no later than the date that is the earlier of (A) with respect to any statutory committee in these cases, 60 days after the formation of such committee, and with respect to all other parties in interest 75 days from the date of entry of ~~this~~the Interim Order, and (B) if a plan of the Debtors is confirmed, the date on which objections to confirmation of such plan were due (the “*Challenge Termination Date*”), objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Secured Obligations or otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses, including, to the extent released by the Debtors under paragraphs D and E against any of the Prepetition Secured Parties or the Royalty Trust LC Secured Parties or their respective affiliates, representatives, attorneys or advisors in connection with matters related to the Credit Documents or the Royalty Trust LC Agreement or Royalty Trust LC Collateral Agreement or the Prepetition Collateral (including the Cash Collateral) (collectively, “*Challenges*”) (each such adversary proceeding or contested matter filed on or before the Challenge Termination Date, a “*Challenge Proceeding*”), and (b) there is a final order

in favor of the plaintiff sustaining any such challenge or claim in any Challenge Proceeding; *provided* that any challenge or claim shall set forth with specificity the basis for such challenge or claim, any and all challenges or claims not so specified in a Challenge Proceeding prior to the expiration of the Challenge Termination Date shall be forever deemed waived, released and barred upon the Challenge Termination Date; *provided further*, that (x) if the Chapter 11 Cases are converted to chapter 7 or a Chapter 11 Trustee is appointed prior to the Challenge Termination Date, any such estate representative or Trustee shall receive the full benefit of any remaining time until the Challenge Termination Date (which Challenge Termination Date shall be subject to extension as may be specified by this Court for cause shown by such estate representative), subject to the limitations described herein and (y) if the Chapter 11 Cases are converted to chapter 7 after the Challenge Termination Date and, prior to such conversion, a statutory committee with requisite standing had timely filed an adversary proceeding or contested matter prior to the Challenge Termination Date, the chapter 7 trustee shall be deemed to be the successor to such adversary proceeding or contested matter. For the avoidance of doubt, any informal discovery or examination conducted pursuant to Bankruptcy Rule 2004 relating to the foregoing matters or claims shall not be deemed or construed to be a Challenge Proceeding. If no such Challenge Proceeding is filed by the Challenge Termination Date, (1) the Secured Obligations and Royalty Trust LC Indebtedness shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense or avoidance, for all purposes in these Chapter 11 Cases and any subsequent chapter 7 case(s), (2) the liens and security interests securing the Secured Obligations and Royalty Trust LC Indebtedness shall be deemed to have been, as of the Petition Date, legal, valid, binding and perfected, not subject to recharacterization, subordination or avoidance, and (3) the Secured

Obligations, the liens and security interests securing the Secured Obligations, the Royalty Trust LC Indebtedness, the Royalty Trust LC Lien, the Prepetition Secured Parties and Royalty Trust LC Secured Parties shall not be subject to any other or further challenge by any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, or any party in interest seeking to exercise the rights of any Debtor's estate, including, without limitation, any successor thereto (including, without limitation, any chapter 7 or 11 trustee appointed or elected for any Debtor). If a Challenge Proceeding is filed, the releases, stipulations and admissions contained in paragraphs D and E of this ~~Interim~~Final Order shall nonetheless remain binding and preclusive on any person or entity, except to the extent that such findings and admissions were expressly challenged and set forth with specificity in a Challenge Proceeding by such person or entity; *provided* that this provision shall not limit other persons or entities from benefitting from any successful Challenge Proceeding of any statutory committee or chapter 7 or 11 trustee. Nothing in this ~~Interim~~Final Order vests or confers on any Entity (as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, any Challenges with respect to the Credit Documents or the Secured Obligations, and a motion for an order of the Court conferring such standing on a party-in-interest must be filed prior to or concurrently with a Challenge Proceeding by a party-in-interest.

13. Limitation on Use of Collateral. Notwithstanding anything herein or in any other order by this Court to the contrary, no Cash Collateral, Prepetition Collateral, Adequate Protection Collateral, proceeds of any of the foregoing or the Carve-Out may be used for any of the following: (a) to pay professional fees, disbursements, costs or expenses incurred by any

party in connection with any litigation or threatened litigation (whether by contested matter, adversary proceeding or otherwise, including, other than the Investigation Amount (defined below), for any investigation in connection with litigation or threatened litigation) against any of the Prepetition Secured Parties or Royalty Trust LC Secured Parties or for the purpose of objecting to or challenging the validity, perfection, enforceability, extent or priority of any claim, lien or security interest held or asserted by any of the Prepetition Secured Parties or Royalty Trust LC Secured Parties or the validity or enforceability of this ~~Interim~~Final Order or asserting any defense, claim, cause of action, counterclaim, or offset with respect to the Secured Obligations or Royalty Trust LC Indebtedness (including, without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550, or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise) or the Prepetition Liens or Royalty Trust LC Liens against any of the Prepetition Secured Parties or Royalty Trust LC Secured Parties or each of their respective representatives; (b) to object to, contest, interfere with, prevent, hinder or otherwise delay any of the First Lien Secured Parties' assertion, enforcement or realization on the Prepetition Collateral (including the Cash Collateral), including the exercise of rights or remedies with respect thereto after the Termination Date, in accordance with the Credit Documents or this ~~Interim~~Final Order other than to seek a determination that the Termination Date has not occurred; (c) to seek to modify any of the rights granted to the Prepetition Secured Parties under this ~~Interim~~Final Order or the Credit Documents; (d) to pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved by an order of this Court that is in form and substance reasonably satisfactory to the First Lien Agent; (e) to object to, contest, delay, prevent or interfere with in any way the exercise of rights or remedies by any First Lien Secured Party with respect to any Prepetition Collateral (including the Cash

Collateral) after the occurrence of the Termination Date (other than to the extent expressly permitted by the final provisos contained in paragraph 8 and this paragraph 13 of this [InterimFinal](#) Order); or (f) to pursue any financing, security issuance, business combination, reorganization or restructuring transaction or any purchase, sale, or other disposition of a Debtor's business or assets, except for the sale of assets in the ordinary course of business, other than as expressly permitted under the Plan or with the prior written consent of the First Lien Agent and Majority Lenders; *provided, however*, that fees and expenses of up to \$25,000 that are permitted to be incurred in connection with permitted investigations (but not prosecution or any litigation) of the obligations and the liens and security interests granted under, as applicable, the Credit Documents, Royalty Trust LC Agreement, or Royalty Trust LC Collateral Agreement (the "*Investigation Amount*") may be paid from Cash Collateral; *provided, further*, that nothing herein shall preclude the use of Cash Collateral, otherwise in a manner consistent with this [InterimFinal](#) Order, to pay any reasonable fees and expenses incurred (w) in opposing any of the foregoing actions, (x) in responding to formal discovery requests brought by third parties in connection with any of the foregoing; (y) in seeking, in good faith, a determination regarding whether the Termination Date occurred or (z) in seeking, in good faith, an order authorizing the Debtors' non-consensual use of Cash Collateral by showing that the Prepetition Secured Parties and Royalty Trust LC Secured Parties are adequately protected.

14. No Waiver of Secured Parties' Rights; Reservation of Rights. Notwithstanding any provision in this [InterimFinal](#) Order to the contrary and subject in all respects to the Intercreditor Agreement, this [InterimFinal](#) Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, any of the Prepetition Secured Parties' or Royalty Trust LC Secured Parties' rights with respect to any person or entity other than the Debtors or with respect

to any other collateral owned or held by any person or entity other than the Debtors. The rights of the Prepetition Secured Parties and Royalty Trust LC Secured Parties are expressly reserved and entry of this ~~Interim~~Final Order shall be without prejudice to, and does not constitute a waiver, expressly or implicitly, of the following:

- (a) the Prepetition Secured Parties' rights under the Credit Documents and the Royalty Trust LC Secured Parties' rights under the Royalty Trust LC Agreement and Royalty Trust LC Collateral Agreement;
- (b) the Prepetition Secured Parties' and Royalty Trust LC Secured Parties' rights to seek any other or supplemental relief in respect of the Debtors;
- (c) the Prepetition Secured Parties' and Royalty Trust LC Secured Parties' rights to seek modification of the grant of adequate protection provided under this ~~Interim~~Final Order so as to provide different or additional adequate protection at any time;
- (d) any of the First Lien Secured Parties' or Royalty Trust LC Secured Parties' rights under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right to: (i) request modification of the Automatic Stay; (ii) request dismissal of these Chapter 11 Cases, conversion of any of these Chapter 11 Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with extended powers; or (iii) propose, subject to section 1121 of the Bankruptcy Code, a chapter 11 plan or plans;
- (e) any of the First Lien Secured Parties' right to credit bid to the fullest extent provided for in section 363(k) of the Bankruptcy Code up to the full amount of any remaining First Lien Obligations in the sale of any Prepetition Collateral, or pursuant to (i) section 363 of the Bankruptcy Code; (ii) a plan of reorganization or a plan of liquidation under section 1129 of the Bankruptcy Code; or (iii) a sale or disposition by a chapter 7 trustee for any Debtor under section 725 of the Bankruptcy Code;
- (f) the purchase right of the Second Lien Secured Parties, as set forth in Section 5.7 of the Intercreditor Agreement, and, in combination with the exercise of such purchase right, the right of the Second Lien Secured Parties to credit bid to the fullest extent provided for in section 363(k) of the Bankruptcy Code up to the full amount of remaining First Lien Obligations and Second Lien Obligations in the sale of any Prepetition Collateral, or pursuant to (i) section 363 of the Bankruptcy Code; (ii) a plan of reorganization or a plan of liquidation under section 1129 of the

Bankruptcy Code; or (iii) a sale or disposition by a chapter 7 trustee for any Debtor under section 725 of the Bankruptcy Code; or

- (g) any other rights, claims, or privileges (whether legal, equitable or otherwise) of the Prepetition Secured Parties and Royalty Trust LC Secured Parties.

15. No Waiver Under the Intercreditor Agreement. Nothing herein shall be considered a waiver of any rights of any party under the Intercreditor Agreement.

16. Modification of Automatic Stay. The Debtors are authorized to perform all acts and to make, execute and deliver any and all instruments as may be reasonably necessary to implement the terms and conditions of this ~~Interim~~Final Order and the transactions contemplated hereby. The Automatic Stay is hereby modified to permit the Debtors and each of the Prepetition Secured Parties to accomplish each of the transactions contemplated by this ~~Interim~~Final Order. The Automatic Stay is hereby further modified to permit the Royalty Trust LC Issuer to apply funds from the Royalty Trust LC Deposit Account against the Royalty Trust LC Indebtedness solely to the extent permitted under the Royalty Trust LC Agreement and Royalty Trust LC Collateral Agreement.

17. 506(c) Waiver. ~~Subject to entry of the Final Order, all~~All rights to surcharge any Prepetition Secured Party, any of the Secured Obligations, any of their respective claims or the Prepetition Collateral (including Cash Collateral) pursuant to sections 506(c) or 105(a) of the Bankruptcy Code, or any other applicable principal in equity or law, shall be and are hereby finally and irrevocably waived, and such waiver shall be binding upon the Debtors and all parties in interest in these Chapter 11 Cases, and no costs or expenses of administration which have been or may be incurred in any of these Chapter 11 Cases at any time shall be charged against any of the foregoing without the prior written consent of the First Lien Agent and no such consent shall be implied from any other action, inaction, or acquiescence by any of the

Prepetition Secured Parties or their respective representatives or from the Prepetition Secured Parties' consent to the Approved Budget or any provision of this ~~Interim Order or the~~ Final Order; *provided*, for the avoidance of doubt, subject in all respects to the Intercreditor Agreement, that the consent of the First Lien Agent to any surcharge shall in no way affect any right of any Second Lien Secured Party to object to such surcharge.

18. Payments Free and Clear. Any and all payments or proceeds remitted to the Prepetition Secured Parties pursuant to the provisions of the ~~Interim~~Final Order or any subsequent order of the Court shall be irrevocable (subject to paragraphs 12 and 14 of this ~~Interim~~Final Order), received free and clear of any claim, charge, assessment or other liability, including, without limitation, ~~subject to entry of the Final Order,~~ any such claim or charge arising out of or based on, directly or indirectly, sections 506(c) (whether asserted or assessed by, through or on behalf of the Debtors) or 552(b) of the Bankruptcy Code, and solely in the case of payments made or proceeds remitted after the delivery of a Carve-Out Trigger Notice, subject to the Carve-Out in all respects.

19. Bankruptcy Code Section 552(b). The Prepetition Secured Parties shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and, ~~subject to entry of the Final Order,~~ the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties with respect to proceeds, products, offspring or profits of any of the Prepetition Collateral, subject to paragraph 12 of this ~~Interim~~Final Order.

20. No Marshaling/Application of Proceeds. ~~Subject to entry of the Final Order,~~ ~~the~~The Agents shall be entitled to apply the payments or proceeds of the Prepetition Collateral (including the Cash Collateral) in accordance with the provisions of the Credit Documents, and,

subject to the Carve-Out, and in no event shall any of the Prepetition Secured Parties be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the Prepetition Collateral (including the Cash Collateral) for the benefit of any non-Prepetition Secured Party.

21. Restrictions on Granting Post-Petition Claims and Liens. Except as expressly provided in this ~~Interim~~Final Order, it shall be an event of default with respect to the consensual use of Cash Collateral for the Debtors to offer or grant to any person other than the Prepetition Secured Parties any claim or lien that is *pari passu* with or senior to the claims and liens of any of the Prepetition Secured Parties or the Royalty Trust LC Lien and the Debtors’ right to use Cash Collateral under the terms of this ~~Interim~~Final Order shall terminate without further order of the Court immediately upon such event of default.

22. Automatic Effectiveness of Liens. The Adequate Protection Liens shall not be subject to challenge and shall attach and become valid, perfected, enforceable, non-avoidable (subject to the provisions of paragraph 4(i) of this ~~Interim~~Final Order) and effective by operation of law as of the Petition Date, having the priority set forth in paragraph 4 of this ~~Interim~~Final Order, without any further action by the Debtors or the Prepetition Secured Parties and without the necessity of execution by the Debtors, or the filing or recordation, of any financing statements, security agreements, vehicle lien applications, mortgages, filings with the U.S. Patent and Trademark Office, the U.S. Copyright Office or the Library of Congress or other documents or the taking of any other actions. If the First Lien Agent hereafter requests that the Debtors execute and deliver to it financing statements, security agreements, collateral assignments, mortgages, or other instruments and documents considered by the First Lien Agent to be reasonably necessary or desirable to further evidence the perfection of the Adequate Protection

Liens, as applicable, the Debtors are hereby directed to execute and deliver such financing statements, security agreements, mortgages collateral assignments, instruments and documents, and the First Lien Agent is hereby authorized to file or record such documents in their discretion without seeking modification of the Automatic Stay, in which event all such documents shall be deemed to have been filed or recorded at the time and on the date of entry of ~~this~~the Interim Order.

23. Binding Effect. Subject to paragraph 12 of this ~~Interim~~Final Order, the provisions of this ~~Interim~~Final Order shall be binding upon and inure to the benefit of the Prepetition Secured Parties to the extent and as set forth herein, the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereafter appointed or elected for the estate of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors). To the extent permitted by applicable law, this ~~Interim~~Final Order shall bind any trustee hereafter appointed or elected for the estate of any of the Debtors, whether in these Chapter 11 Cases or in the event of the conversion of any of these Chapter 11 Cases to a liquidation under chapter 7 of the Bankruptcy Code. Such binding effect is an integral part of this ~~Interim~~Final Order.

24. Notices and Documents and Communications pursuant to this ~~Interim~~Final Order; Invoices. All notices, documents and other communications provided for herein (including the delivery of the Proposed Budgets under paragraph 3 of this ~~Interim~~Final Order) shall be in writing (including by email) and shall be delivered by hand or overnight courier service, mailed by certified or registered mail, or email as follows,

- a) if to the Debtors,

Enduro Resource Partners LLC
777 Main Street, Suite 800
Fort Worth, TX 76102
Attn:
Kimberly A. Weimer, Vice President and Chief Financial Officer
(kweimer@endurores.com)

with a courtesy copy (that does not constitute notice) to:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Attn:
Caroline A. Reckler (caroline.reckler@lw.com)
Matthew L. Warren (matthew.warren@lw.com)

and

Young Conaway Stargatt & Taylor, LLP
1000 North King Street
Wilmington, DE 19801
Attn:
Michael R. Nestor (mnestor@ycst.com)
Kara Hammond Coyle (kcoyle@ycst.com)

b) if to the First Lien Agent,

Agency Management Services
Bank of America, N.A.
222 Broadway
New York, NY 10038
Mail code NY3-222-14-03
Attn:
Don Pinzon (don.b.pinzon@baml.com)

with a copy to:

Damian S. Schaible
Aryeh Ethan Falk
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attn:
Damian S. Schaible (damian.schaible@davispolk.com)
Aryeh Ethan Falk (aryeh.falk@davispolk.com)

and

Robert J. Dehney
Morris, Nichols, Arsht & Tunnell LLP
1201 North Market Street, 16th Flr.
P.O. Box 1347
Wilmington, DE 19899-1347
RDehney@MNAT.com

c) if to the Royalty Trust LC Issuer,

Agency Management Services
Bank of America, N.A.
222 Broadway
New York, NY 10038
Mail code NY3-222-14-03
Attn:
Don Pinzon (don.b.pinzon@baml.com)

with a copy to:

Damian S. Schaible
Aryeh Ethan Falk
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attn:
Damian S. Schaible (damian.schaible@davispolk.com)
Aryeh Ethan Falk (aryeh.falk@davispolk.com)

and

Robert J. Dehney
Morris, Nichols, Arsht & Tunnell LLP
1201 North Market Street, 16th Flr.
P.O. Box 1347
Wilmington, DE 19899-1347
RDehney@MNAT.com

d) if to the Second Lien Agent,

Wilmington Trust, National Association
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Attn: Enduro Resource Partners LLC Administrator
Email: jjames@wilmingtontrust.com

loanagency@wilmingtontrust.com

with a copy to:

Alice Belisle Eaton
Samuel E. Lovett
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019
Attn:
Alice Belisle Eaton (aeaton@paulweiss.com)
Samuel E. Lovett (slovett@paulweiss.com)

All invoices for the adequate protection payments under paragraph 4 of this ~~Interim~~[Final](#) Order shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by email to the Debtors as follows:

Enduro Resource Partners LLC
777 Main Street, Suite 800
Fort Worth, TX 76102
Attn:
Kimberly A. Weimer, Vice President and Chief Financial Officer
(kweimer@endurores.com)

with a courtesy copy (that does not constitute notice) to:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Attn:
Caroline A. Reckler (caroline.reckler@lw.com)
Matthew L. Warren (matthew.warren@lw.com)

and

Young Conaway Stargatt & Taylor, LLP
1000 North King Street
Wilmington, DE 19801
Attn:
Michael R. Nestor (mnestor@ycst.com)
Kara Hammond Coyle (kcoyle@ycst.com)

and each such invoice shall be paid by the Debtors pursuant to the terms of paragraph 4 of this ~~Interim~~Final Order.

25. Survival. The provisions of this ~~Interim Order, except as otherwise superseded by the provisions of the~~ Final Order; and any actions taken pursuant hereto shall survive the entry of any order: (a) confirming any plan of reorganization in any of these Chapter 11 Cases; (b) converting any of these Chapter 11 Cases to a chapter 7 case, or (c) dismissing any of these Chapter 11 Cases, and, with respect to the entry of any order as set forth in clause (b) or (c) of this paragraph 25, the terms and provisions of this ~~Interim~~Final Order, except as otherwise superseded by the provisions of the Final Order, as well as the Adequate Protection Liens and the Adequate Protection Superpriority Claims shall continue in full force and effect notwithstanding the entry of any such order.

26. Effect of Dismissal of Chapter 11 Cases. If any of these Chapter 11 Cases is dismissed, converted, or substantively consolidated, such dismissal, conversion, or substantive consolidation of these Chapter 11 Cases shall not affect the rights of the Prepetition Secured Parties or the Royalty Trust LC Secured Parties under this ~~Interim~~Final Order, and all of their rights and remedies thereunder shall remain in full force and effect as if these Chapter 11 Cases had not been dismissed, converted or substantively consolidated. If an order dismissing any of these Chapter 11 Cases is at any time entered, such order shall provide or be deemed to provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that: (a) subject to paragraph 12 of this ~~Interim~~Final Order, the Prepetition Liens, Adequate Protection Liens, and Adequate Protection Superpriority Claims granted to and conferred upon the Prepetition Secured Parties shall continue in full force and effect and shall maintain their priorities as provided in this ~~Interim~~Final Order (and that such Adequate Protection Superpriority Claims shall,

notwithstanding such dismissal, remain binding on all interested parties) and (b) to the greatest extent permitted by applicable law, this Court shall retain jurisdiction, notwithstanding such dismissal, for the purpose of enforcing the Prepetition Liens, Adequate Protection Liens, and Adequate Protection Superpriority Claims referred to in this ~~Interim~~[Final](#) Order.

27. Cash Management. Each of the Debtors' deposit accounts, other than any deposit account exclusively used for all or any of payroll, benefits, health care, withholding tax, escrow, customs or other fiduciary purposes, shall be subject to a deposit account control agreement in favor of the First Lien Agent.

28. Notwithstanding anything in this ~~Interim~~[Final](#) Order to the contrary, nothing in this ~~Interim~~[Final](#) Order shall in any way prime or affect the rights, if any, of U.S. Specialty Insurance Company and/or its successors and/or assigns (the "*Surety*") as to: (a) any funds it is holding and/or being held for it presently or in the future whether in trust, as security, or otherwise; and (b) any substitutions or replacements of said funds including accretions to and interest earned on said funds; and (c) any letter of credit related to any indemnity, cash collateral, collateral trust, indemnity agreement or related or similar agreements between Surety and the Debtor and/or the Surety and any of Debtor's subsidiaries or affiliates (collectively, (a) to (c), the "*Surety Assets*"). In addition, nothing in this ~~Interim~~[Final](#) Order shall prime the setoff and/or recoupment rights, if any, or the lien rights of the Surety, if any, or of any party to whose rights the Surety, has or may become subrogated therein, if any, and/or any subrogation or other common law rights of the Surety, if any; provided, that the Debtors reserve all rights and defenses in connection therewith. To the extent that any Surety Assets are being held by the Debtors and are used by the Debtors as part of cash collateral, a concomitant replacement trust claim or replacement lien shall be granted to the Surety equal to the amount of use of those funds

with any replacement trust fund claim to be equal to the amount of trust funds used, and any replacement lien to have the same priority, amount, extent and validity as existed as of the Petition Date. In addition, notwithstanding anything in this ~~Interim~~Final Order to the contrary, the rights, claims and defenses of the Debtors and of the Surety, including, but not limited to, the Surety's rights under any properly perfected liens and claims and/or claim for equitable rights of subrogation, and rights of the Debtor and of any successors in interest to the Debtor, and any creditors, to object to any such liens, claims and/or equitable subrogation and other rights, are fully preserved. Nothing herein is an admission by the Surety or the Debtor, or a determination by the Bankruptcy Court, regarding any claims under the bonds, and the Surety and the Debtor reserve any and all rights and defenses in connection therewith.

29. Headings. The headings in this ~~Interim~~Final Order are for purposes of reference only and shall not limit or otherwise affect the meaning of the ~~Interim~~Final Order.

30. Order Effective. This ~~Interim~~Final Order shall be effective as of the date of the signature by the Court.

31. Proofs of Claim. None of the Prepetition Secured Parties shall be required to file proofs of claim in any of the Chapter 11 Cases for any Secured Obligation or any Adequate Protection Superpriority Claim, and the Debtors' stipulations in paragraph D herein shall be deemed to constitute a timely filed proof of claim. Notwithstanding any order entered by the Court in relation to the establishment of a bar date, the First Lien Agent, on behalf of itself and the First Lien Secured Parties and the Second Lien Agent, on behalf of itself and the Second Lien Secured Parties, as applicable, are each hereby authorized and entitled, in their sole and absolute discretion, but not required, to file (and amend and/or supplement, as it sees fit) a proof of claim and/or aggregate proofs of claim in the Chapter 11 Cases for any such claims; for

avoidance of doubt, any such proof of claim may (but is not required to be) filed as one consolidated proof of claim against all of the applicable Debtors, rather than as separate proofs of claim against each such Debtor. Any proof of claim filed by the First Lien Agent or the Second Lien Agent shall be deemed to be in addition to and not in lieu of any other proof of claim that may be filed by any of the respective 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 these Chapter 11 Cases shall not apply to the Prepetition Secured Parties with respect to the Secured Obligations. None of the Royalty Trust LC Secured Parties shall be required to file proofs of claim in any of the Chapter 11 Cases for any Royalty Trust LC Indebtedness, and the Debtors' stipulations in paragraph D herein shall be deemed to constitute a timely filed proof of claim.

32. Controlling Effect of InterimFinal Order. To the extent any provision of this InterimFinal Order conflicts or is inconsistent with any provision of the Motion, the Interim Order or any prepetition agreement, the provisions of this InterimFinal Order shall control to the extent of such conflict.

~~33. — Service of Notice of Interim Order. Within two business days of the entry of this Interim Order, the Debtors shall service a copy of the same, with a notice of the hearing for entry of a Final Order in accordance with Local Rule 9013-1(m), which service shall include the following parties: all known parties asserting liens against or security interest in, any of the collateral addressed by this Interim Order, the top 30 unsecured creditors as identified in the Debtors' chapter 11 petitions, any statutory committee (if and when it is appointed), the Internal Revenue Service, any federal or state regulatory authorities governing the Debtors' industry, the~~

~~U.S. Attorney's Office, the Delaware Attorney General, and the Office of the U.S. Trustee, and any party who has filed a request for notice under Bankruptcy Rule 2002.~~

~~34. Final Hearing. A hearing to consider entry of an order granting the Motion on a final basis (the "*Final Hearing*") shall be held on June 11, 2018, at 10:00 a.m. (prevailing Eastern time). Any objections or responses to the entry of such an order must be filed on or before 4:00 p.m. (prevailing Eastern time) on June 4, 2018, and served on (a) proposed counsel to the Debtors, (i) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Matthew Warren and Jason Gott (caroline.reckler@lw.com, matthew.warren@lw.com, and jason.gott@lw.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor and Kara Hammond Coyle (mnestor@yest.com and keoyle@yest.com); (b) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Linda Casey (linda.casey@usdoj.gov); (c) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Damian S. Schaible and Aryeh Ethan Falk (damian.schaible@davispolk.com and aryeh.falk@davispolk.com) and Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Flr., Wilmington, DE 19899-1347, Attn: Robert J. Dehney as counsel to the First Lien Agent (rdehney@mnat.com); and (d) Paul, Weiss, Rifkind, Wharton & Garrison, 1285 Avenue of the Americas, New York, New York 10019, Attn: Alice Belisle Eaton and Samuel E. Lovett, as counsel to Merrill Lynch Credit Products, LLC (aeaton@paulweiss.com and slovett@paulweiss.com). If no objections are timely filed, this Court may enter the Final Order without further notice or a hearing.~~

Dated: ~~May 17,~~ June, 2018

Wilmington, Delaware

Kevin Gross
United States Bankruptcy Judge

Exhibit 1

Initial Approved Budget