

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

In re:

K. Heeps HoldCo, LLC, *et al.*,¹

Debtors.

Chapter 11 (Subchapter V)

Case No. 26-11505 (KBO)

(Jointly Administered)

Re: Docket Nos. 17, 28, and 47

**FINAL ORDER (I) AUTHORIZING POSTPETITION USE OF
CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION TO
SALEM FIVE CENTS SAVINGS BANK, AND (III) GRANTING RELATED RELIEF**

Upon consideration of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Lender, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* (the "Motion")²; pursuant to sections 105, 361, 362, 363, 364, and 507(b) of title 11 of the United States Code (the "Bankruptcy Code") and Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") 2002, 4001, 6003, 6004 and 9014, and rules 2002-1, 4001-2, 9006-1, and 9013-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the relief requested therein being a core proceeding as defined in 28 U.S.C. § 157(b)(2); and due and proper notice having been given, and it appearing that no other or further notice need be provided; and the Court having determined that the legal

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification numbers are: K. Heeps HoldCo, LLC (6064); and K. Heeps, LLC (5618). The Debtors' service address is 5239 Tilghman Street, Allentown, PA 18104.

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

and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interest of the K. Keeps Holdco, LLC (the “HoldCo Debtor”) and K. Heeps, LLC (the “OpCo Debtor,” and together with Holdco Debtor, the “Debtors”), their estates, creditors and equity security holders and upon due deliberation and sufficient cause appearing therefor, it is hereby ORDERED, on a final basis, as follows:³

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

A. **Petition Date.** On September 23, 2026 (the “Petition Date”), the Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (the “Court”) commencing these above-captioned chapter 11 cases (the “Chapter 11 Cases”). The Debtors have continued in the management and operation of their businesses and property as debtors in possession pursuant to section 1184 of the Bankruptcy Code. A trustee has been appointed under section 1183 of the Bankruptcy Code (the “Subchapter V Trustee”) in these Chapter 11 Cases.

B. **Jurisdiction and Venue.** This Court has core jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. **Notice.** The Debtors have caused notice of the Motion, the relief requested therein and the Final Hearing to be served by electronic mail, facsimile, hand delivery or overnight delivery on the following parties: (a) the Office of the United States Trustee (the “UST”); (b) counsel to the Prepetition Secured Lender; (c) the Subchapter V Trustee; and (d) the

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holders of the twenty (20) largest unsecured claims against the Debtors. Under the circumstances, the notice given by the Debtors of the Motion, the relief requested therein and of the Final Hearing constitutes due and sufficient notice thereof and complies with Bankruptcy Rules 2002 and 4001(b) and (d).

D. Findings Regarding the Use of Cash Collateral.

i. **Prepetition Indebtedness.** Prior to the Petition Date, the OpCo Debtor, Salem Five Cents Savings Bank, a Massachusetts savings bank (the “Prepetition Secured Lender”) entered into a term loan in the original principal amount of \$7,000,000.000 dated on or about July 14, 2021 (as amended, the “Prepetition Loan Agreement”). Pursuant to the Prepetition Loan Agreement and as security for payment of amounts due under the Prepetition Loan Agreement, the OpCo Debtor granted to the Prepetition Secured Lender a security interest in substantially all of the assets of the OpCo Debtor as more fully described in the Prepetition Loan Agreement.

ii. **Stipulations as to Prepetition Obligations.** Subject to the rights of any party in interest as and to the extent set forth in paragraph 10 hereof, the Debtors permanently, immediately, and irrevocably admit, acknowledge, represent, stipulate, and agree with the provisions set forth in this paragraph D which stipulations shall be binding on the Debtors, their estates, and all parties in interest (collectively, the “Stipulations”):

a) **Prepetition Obligations.** As of September 22, 2026, the OpCo Debtor is justly and lawfully indebted and liable to the Prepetition Secured Lender under the Prepetition Loan Agreement, without objection, defense, counterclaim, or offset of any kind, in the aggregate amount of not less than \$2,000,000.00 (the “Prepetition Loan”) (on account of principal and certain accrued and unpaid prepetition interest and fees), plus accrued and accruing

(both before and after the Petition Date) and unpaid interest (including at the default rate), interest late fees, liquidated damages, other fees and expenses, and all other obligations under the Prepetition Loan Agreement, including any and all attorneys', accountants', consultants', appraisers' and financial and other advisors' fees that are chargeable or reimbursable under the Prepetition Loan Agreement (collectively, the "Prepetition Obligations").

b) **Enforceability of the Prepetition Obligations.** The Prepetition Loan Agreement and the Prepetition Obligations are (i) legal, valid, binding, enforceable, and non-avoidable obligations against the OpCo Debtor and (ii) not subject to any contest, attack, objection, recoupment, defense, counterclaim, offset, subordination, re-characterization, avoidance, or other claim, cause of action, or other challenge of any kind or nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise and the Debtors do not possess, and shall not assert, any claim, counterclaim, setoff, deduction, or defense of any kind, nature, or description that would in any way impair, reduce, or affect the validity, enforceability, and non-avoidability of any of the Prepetition Obligations.

c) **Validity, Perfection, and Priority of the Prepetition Liens.** The liens granted by the OpCo Debtor under the Prepetition Loan Agreement to the Prepetition Secured Lender (the "Prepetition Liens") for the benefit of the Prepetition Secured Lender as security for the Prepetition Obligations encumber all Collateral (as defined in the Prepetition Loan Agreement), which includes substantially all of the OpCo Debtor's assets and property and all proceeds thereof (collectively, the "Prepetition Collateral"). The Prepetition Liens on the Prepetition Collateral have been properly recorded and perfected under applicable law and are legal, valid, binding, enforceable, non-avoidable, and not subject to contest, avoidance, attack, offset, recharacterization, subordination, or other challenge of any kind or

nature under the Bankruptcy Code, under applicable non-bankruptcy law, or otherwise, and were granted to or for the benefit of the Prepetition Secured Lender for fair consideration and reasonably equivalent value. As of the Petition Date, (i) the Prepetition Liens are senior in priority over any and all other liens on the Prepetition Collateral, subject only to the liens disclosed in Schedule D(ii)(e) and any other unknown or involuntary liens asserted by taxing authorities, mechanics lien claimants, or other third parties (the “Prepetition Permitted Liens”) which, as of the Petition Date, were senior to the Prepetition Liens (solely to the extent any such Prepetition Permitted Liens were (a) valid, properly perfected, and non-avoidable as of the Petition Date or (b) perfected after the Petition Date solely to the extent permitted by section 546(b) of the Bankruptcy Code), (ii) the Prepetition Obligations constitute legal, valid, binding, and non-avoidable obligations of the OpCo Debtor enforceable in accordance with the terms of the Prepetition Loan Agreement, (iii) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Obligations exist, and no portion of the Prepetition Liens or Prepetition Obligations is subject to any challenge or defense including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or any other applicable law, (iv) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Secured Lender or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to the Prepetition Loan Agreement, (v) the Debtors have waived, discharged, and released any right to challenge any of the Prepetition Obligations, the priority of the Debtors’ obligations thereunder,

and the validity, extent, perfection, and priority of the liens securing the Prepetition Obligations, and (vi) the Prepetition Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

d) **Indemnity.** The Prepetition Secured Lender and its Related Parties (as defined below) have acted in good faith and without negligence, misconduct, or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the use of Cash Collateral, including in respect of the granting of the Adequate Protection Liens, the Adequate Protection Superpriority Claim (each as defined below), and any of the other rights, privileges, remedies, and protections granted hereunder, any challenges or objections to the use of Cash Collateral, and all documents related to and all transactions contemplated by the foregoing. Accordingly, without limitation to any other right to indemnification (including any and all rights of the Prepetition Secured Lender to indemnification under the Prepetition Loan Agreement), the Prepetition Secured Lender and each of its respective affiliates, officers, directors, fiduciaries, employees, agents, advisors, attorneys, and representatives (collectively, the “Related Parties”) shall be and hereby are indemnified and held harmless by the Debtors in respect of any claim or liability incurred in respect thereof or in any way related thereto; *provided, however*, that the Debtors shall not indemnify the Prepetition Secured Lender against (i) any successful Challenge under the Challenge Period (each as defined herein) or (ii) any claim or liability to the extent resulting from the gross negligence or willful misconduct of the Prepetition Secured Lender or any Related Party, as determined by a final, non-appealable order of a court of competent jurisdiction.

e) **No Control.** Prepetition Secured Lender is not a control person or insider of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from the Prepetition Loan Agreement or the use of Cash Collateral.

f) **No Claims, Causes of Action.** As of the date hereof, there exist no claims or causes of action against the Prepetition Secured Lender or their Related Parties with respect to, in connection with, related to, or arising from the Prepetition Loan Agreement that may be asserted by the Debtors or any other person or entity.

g) **Cash Collateral.** Any and all of the OpCo Debtor's cash, whether existing as of the Petition Date or thereafter, wherever located (including, without limitation, all cash or cash equivalents in the control of or on deposit or maintained by the OpCo Debtor in any account or accounts, any amounts generated by the sale or other disposition of Prepetition Collateral, and all income, proceeds, products, rents or profits of any Prepetition Collateral), constitutes Cash Collateral of the Prepetition Secured Lender.

h) **Default.** The OpCo Debtor is in default under the Prepetition Loan Agreement.

i) **Release.** Effective as of the date of entry of this Final Cash Collateral Order and the expiration of the Challenge Period, the Debtors hereby forever and irrevocably release, discharge, and acquit all former, current and future (a) Prepetition Secured Lender, (b) the Related Parties, and (c) officers, employees, directors, agents, representatives, owners, members, partners, financial and other advisors and consultants, legal advisors, shareholders, managers, consultants, accountants, attorneys, investment committee members, sub advisors and predecessors and successors in interest of each of the Prepetition Secured Lender, in

each case acting 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, arising out of, in connection with, or relating to the Prepetition Loans, the Prepetition Loan Agreement, and/or the transactions contemplated hereunder or thereunder including, without limitation, (x) any so-called “lender liability” or equitable subordination claims or defenses, (y) any and all claims and causes of action arising under the Bankruptcy Code, and (z) any and all claims and causes of action with respect to the validity, priority, perfection, or avoidability of the liens or claims of any of the Prepetition Secured Lender (the “Releases”). The Debtors further waive and release any defense, right of counterclaim, right of setoff or deduction to the payment of the Prepetition Obligations which the Debtors now have or may claim to have against the Releasees arising out of, connected with, or relating to any and all acts, omissions, or events occurring prior to the entry of this Final Cash Collateral Order by the Court.

j) **Sale and Credit Bidding.** The Prepetition Secured Lender shall have the right, subject to section 363(k) of the Bankruptcy Code and the Challenge Period to credit bid (independently or together) up to the full amount of the applicable outstanding Prepetition Obligations, in each case including, without limitation, any accrued interest and fees,

in a sale of any Prepetition Collateral, and whether such sale is effectuated through sections 363 or 1129 of the Bankruptcy Code, or otherwise.

iii. **Immediate Need for Use of Cash Collateral.** The Debtors have requested immediate entry of this Final Cash Collateral Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2). Good cause has been shown for entry of this Final Cash Collateral Order. An immediate need exists for the Debtors to use Cash Collateral on a final basis pursuant to this Final Cash Collateral Order in order to, among other things, enable the orderly continuation of their operations and to administer and preserve the value of their estates. In the absence of the immediate availability of such funds and liquidity in accordance with the terms hereof, the ability of the Debtors to maintain business relationships with their vendors, suppliers, licensors, licensees, and customers, to retain and pay their employees and otherwise finance their operations, including to continue to operate as a going concern, would not be possible, and immediate and irreparable harm to the Debtors and their estates and creditors would occur. Thus, the ability of the Debtors to preserve and maintain the value of their assets and maximize returns for creditors requires the availability of working capital from the use of Cash Collateral.

iv. **No Credit Available on More Favorable Terms.** The Debtors have been unable to obtain credit on more favorable terms and conditions than those provided in this Final Cash Collateral Order, including for (a) adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense, (b) credit for money borrowed with priority over any or all administrative expenses of the kind specified in sections 503(b) or 507(b) of the Bankruptcy Code, (c) credit for money borrowed secured by a lien on property of the estates that is not otherwise subject to a lien, or (d) credit for money borrowed secured by a junior lien on property of the estates which is subject to a lien. The Debtors are

unable to obtain credit for borrowed money without granting the adequate protection as set forth herein (in each case, subject to the Carve-Out (as defined below)).

v. **Use of Cash Collateral and Proceeds of the Prepetition**

Collateral. Subject to the Challenge Period and except as provided in paragraph 11 below, the Debtors represent and stipulate that all of the OpCo Debtor's cash, cash equivalents, accounts receivables, inventory, negotiable instruments, investment property, securities and, in each case, the proceeds thereof, constitute Cash Collateral of the Prepetition Secured Lender. All Cash Collateral and all proceeds of the Prepetition Collateral, including proceeds realized from any sale or disposition thereof, or from payment thereon, shall be used or applied in accordance with the terms and conditions of this Final Cash Collateral Order and the Approved Budget (as defined below), subject to Permitted Variances (as defined below), and for no other purpose. Except as provided in paragraph 11, no portion of the Cash Collateral may be utilized for the payment of professional fees and disbursements incurred in connection with any challenge to: (a) the amount, extent, priority, validity, perfection or enforcement of the indebtedness of the Debtors owing to the Prepetition Secured Lender or Prepetition Secured Lender; or (b) the liens or security interests in the collateral securing such indebtedness, including challenges to the perfection, priority or validity of the liens granted in favor of the Prepetition Secured Lender with respect thereto.

vi. **Adequate Protection for the Prepetition Secured Lender.** The

Prepetition Secured Lender has negotiated in good faith regarding the Debtors' use of the Prepetition Collateral (including the Cash Collateral) to fund the administration of the Debtors' estates and the continued operation of their businesses, in accordance with the terms hereof and the Approved Budget (subject to Permitted Variances). The Prepetition Secured Lender has

agreed to permit the Debtors to use the Prepetition Collateral, including the Cash Collateral, in accordance with the terms hereof and the Approved Budget (subject to Permitted Variances), subject to the terms and conditions set forth herein. The Prepetition Secured Lender is entitled to the adequate protection as and to the extent set forth herein pursuant to sections 361, 362, and 363 of the Bankruptcy Code. Based on the Motion and on the record presented to the Court at the Final Hearing, if any, the terms of the proposed adequate protection arrangements and of the use of the Prepetition Collateral (including the Cash Collateral) are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the Prepetition Secured Lender's consent thereto; *provided* that, nothing in this Final Cash Collateral Order shall (a) be construed as a consent by Prepetition Secured Lender (i) that it would be adequately protected in the event debtor-in-possession financing is provided by a third party or (ii) to the terms of any other such financing, including the consent to any lien encumbering the Prepetition Collateral (whether senior or junior) or to the use of Cash Collateral (except under the terms hereof), or (b) prejudice, limit, or otherwise impair the rights of the Prepetition Secured Lender (for the benefit of the Prepetition Secured Lender) to seek new, different, or additional adequate protection under any circumstances. The Prepetition Secured Lender's consent to the Debtors' use of Cash Collateral is expressly conditioned upon entry of this Final Cash Collateral Order and does not and shall not constitute consent other than pursuant to the terms set forth herein.

vii. **Sections 506(b) and 552; Marshaling.** In light of and in exchange for (a) the Prepetition Secured Lender's agreement that its Prepetition Liens and claims, including any adequate protection liens and claims, shall be subject to the Carve-Out, as set forth herein, (b) the consensual use of Cash Collateral consistent with the Approved Budget

and the terms of this Final Cash Collateral Order, and (c) the Prepetition Secured Lender's agreement to the payment (in a manner consistent with the Approved Budget (subject to Permitted Variances)) and subject to the terms and conditions of this Final Cash Collateral Order of certain expenses of administration of these Chapter 11 Cases, the Prepetition Secured Lender is entitled to a waiver of any "equities of the case" exception under section 552(b) of the Bankruptcy Code and a waiver of the provisions of section 506(c) of the Bankruptcy Code and of the equitable doctrine of marshaling and other similar doctrines.

viii. **Limitation of Liability.** The Debtors stipulate and, subject to paragraph 10, this Court finds that in making decisions to permit the Debtors to use Cash Collateral, in accepting the Approved Budget, or in taking any other actions permitted by this Final Cash Collateral Order, the Prepetition Secured Lender shall not be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors.

ix. **Relief Essential; Best Interest.** The relief requested in the Motion (and provided in this Final Cash Collateral Order) is necessary, essential, and appropriate for the continued operation of the Debtors' business and the management and preservation of the Debtors' assets and property and satisfies the requirements of Bankruptcy Rule 6003. It is in the best interest of the Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties that the Debtors are allowed to grant the liens and claims contemplated herein to the Prepetition Secured Lender, and use Prepetition Collateral, including Cash Collateral, as contemplated herein.

x. **Findings Regarding Corporate Authority.** The Debtors have all requisite corporate power and authority to enter into, ratify, and perform all of their obligations under this Final Cash Collateral Order.

xi. **Immediate Entry.** Sufficient cause exists for immediate entry of this Final Cash Collateral Order pursuant to Bankruptcy Rules 4001(b)(2), (c)(2) and (d).

xii. **Approved Budget.** The Debtors have filed with their Motion a proposed budget (such initial budget, the “Initial Budget”), an updated copy of which is attached hereto as **Schedule 1**. The Initial Budget reflects the Debtors’ anticipated net cash flow and anticipated disbursements on a weekly basis for the period from the Petition Date through and including 13 (thirteen) calendar weeks after the Petition Date. The Initial Budget may be modified, amended, or updated from time to time in accordance with the terms of this Final Cash Collateral Order, as applicable, and upon such modification, shall supplement and replace the Initial Budget (the Initial Budget, and each subsequently approved budget, shall each constitute without duplication, an “Approved Budget”). The Initial Budget is reasonable under the facts and circumstances. The Approved Budget shall be, in form and substance, reasonably satisfactory to the Prepetition Secured Lender.

xiii. **No Modification or Amendment.** Notwithstanding anything to the contrary in this Final Cash Collateral Order or the Initial Budget, the Prepetition Secured Lender does not and has not agreed to waive or modify any of the payment or other terms in the Prepetition Loan Agreement. Any deviation from the terms of the Prepetition Loan Agreement in this Final Cash Collateral Order or the Initial Budget is inadvertent and does not affect a modification of the Prepetition Loan Agreement. If the Initial Budget does not accurately reflect the post-petition amounts owed to the Prepetition Secured Lender under the Prepetition Loan

Agreement, the Debtors agree to the amendment of the Initial Budget to accurately reflect such amounts, subject to the Debtors, and the Prepetition Secured Lender agreeing on the amounts due.

NOW, THEREFORE, on the Motion of the Debtors and the record before this Court with respect to the Motion, including the record made during the Final Hearing, if any, and with the consent of the Debtors and the Prepetition Secured Lender, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. **Motion Granted.** The Motion is **GRANTED** on a final basis, as set forth herein. Any objection to the Motion that was not withdrawn or resolved is hereby overruled.

2. **Authorization of Use of Cash Collateral.** Subject to the terms hereof, including but not limited to, that (a) this Final Cash Collateral Order shall be in full force and effect, and shall not have been reversed, modified, amended, stayed, vacated or subject to a stay pending appeal, in the case of any modification, amendment or stay pending appeal, in a manner, or relating to a matter, that is materially adverse to the interests of Prepetition Secured Lender, (b) the Debtors' use of the proceeds is consistent with the Approved Budget, and (c) there shall be no uncured Event of Default (as defined below), the Debtors are hereby authorized to use the Cash Collateral for (i) working capital requirements, (ii) general corporate purposes, and (iii) the costs and expenses of administering these Chapter 11 Cases (including payments benefiting court-approved Professionals from the Carve-Out) incurred in these Chapter 11 Cases.

3. **Authorization and Approval to Use Cash Collateral.** Subject to the terms and conditions of this Final Cash Collateral Order, the Debtors are authorized to use the Cash Collateral as set forth in the Approved Budget (subject to Permitted Variances) and in

accordance with this Final Cash Collateral Order. Notwithstanding anything herein to the contrary, subject only to the Debtors' rights under paragraph 15(b) hereof and the Carve-Out, the Debtors' right to use Cash Collateral shall terminate on the Maturity Date. Nothing in this Final Cash Collateral Order shall authorize the disposition of any assets of the Debtors or their estates or proceeds resulting therefrom outside the ordinary course of business except as expressly permitted herein (subject to any required Court approval). Except as provided in paragraph 11, no portion of the Cash Collateral may be utilized for the payment of professional fees and disbursements incurred in connection with any challenge to: (a) the amount, extent, priority, validity, perfection or enforcement of the indebtedness of the Debtors owing to the Prepetition Secured Lender; or (b) the liens or security interests in the collateral securing such indebtedness, including challenges to the perfection, priority or validity of the liens granted in favor of the Prepetition Secured Lender with respect thereto.

4. **Adequate Protection for Prepetition Secured Lender.** The Prepetition Secured Lender shall receive adequate protection of its interests in the Prepetition Collateral, including the Cash Collateral, in an amount equal to the aggregate diminution in the value of the Prepetition Secured Lender's interests in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, as a result of the use of Prepetition Collateral, including Cash Collateral, and the Carve-Out, and the imposition or enforcement of the automatic stay (collectively, "Diminution in Value"). As adequate protection, the Prepetition Secured Lender will be granted, subject to paragraph 10 below, the following:

(a) **Adequate Protection Liens.** Pursuant to sections 361 and 363(e) of the Bankruptcy Code, effective as of the Petition Date and perfected without the need for

execution by the Debtors, or the recordation or other filing by the Prepetition Secured Lender of security agreements, control agreements, pledge agreements, financing statements, or other similar documents or the possession or control by the Prepetition Secured Lender, the Prepetition Secured Lender, solely to the extent of any Diminution in Value, shall be granted valid, binding, continuing, enforceable, fully perfected replacement and additional liens on and security interests (collectively, the “Adequate Protection Liens”) in all Prepetition Collateral and Cash Collateral; provided that the Adequate Protection Liens shall not attach to any claims or causes of action arising under chapter 5 of the Bankruptcy Code (the “Avoidance Actions”) or to the proceeds of any Avoidance Actions. The Adequate Protection Liens shall be junior only to: (i) the Carve-Out; and (ii) any Prepetition Permitted Liens, and senior to all other security interests in, liens on, or claims. The Adequate Protection Liens shall be non-avoidable and shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code. The Adequate Protection Liens shall be enforceable against and binding upon the Debtors, all guarantors, their estates and any successors thereto, including, without limitation, any trustee or other estate representative appointed in any successor bankruptcy case (“Successor Case”).

(b) **Adequate Protection Superpriority Claim.** To the extent of the aggregate Diminution in Value, the Prepetition Secured Lender shall be granted allowed superpriority administrative expense claims against the Debtors, and their estates, as provided in section 507(b) of the Bankruptcy Code, subject only to the Carve-Out, and with priority in payment over any and all other claims and administrative expense claims against the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 552(b),

726, 1113, 1114, and any other provision of the Bankruptcy Code, and shall at all times be senior to the rights of the Debtors, and any successor trustee or creditor in the Chapter 11 Cases or any Successor Case (the “Adequate Protection Superpriority Claims”).

(c) **Adequate Protection Payments.** As further adequate protection, from and after entry of this Final Cash Collateral Order, the Debtors shall pay (1) all interest due under the Prepetition Loan Agreement, calculated at the non-default rate under the Prepetition Loan Agreement as set forth in the Approved Budget, and (2) all accrued and unpaid fees and disbursements, including all reasonable and documented fees, out-of-pocket costs and expenses of legal, financial, and other advisory professionals of the Prepetition Secured Lender (including, without limitation, Seyfarth Shaw LLP and local Delaware bankruptcy counsel) owing to the Prepetition Secured Lender under the Prepetition Loan Agreement, whether incurred prior to or after the Petition Date. Payment of any amounts set forth in this clause (c)(2) shall not be subject to disgorgement or recharacterization. The Prepetition Secured Lender shall only be entitled to reimbursement of the reasonable fees and expenses of their professionals (the “Prepetition Secured Lender’s Expenses”) after copies of all invoices (which may be redacted for privilege) reflecting the Prepetition Secured Lender’s Expenses are served by email on the Debtor, the U.S. Trustee, and the Subchapter V Trustee, who shall have ten (10) business days to review and to assert any objections thereto.

(d) **Segregated Pledge Account.** Debtors have established with Prepetition Secured Lender a segregated deposit account in the name of the OpCo Debtor designated as the “Pledged Cash Account” and deposited One Million Five Hundred Thousand Dollars (\$1,500,000) into the Pledged Cash Account. The OpCo Debtor has pledged the Pledged Cash Account to the Bank as priority security for the indebtedness due on account of prepetition

real estate loans (collectively, the “Real Estate Loan”) made by the Bank to K. Heeps Real Estate Company, a Pennsylvania limited liability company and a wholly owned subsidiary of the OpCo Debtor (the “Real Estate Subsidiary”) (i) to address and remedy non-compliance with the 80% loan to value covenant (the “LTV Covenant”) provided in the Real Estate Loan documents; (ii) as security for certain guaranties given by the Debtors to the Bank related to the Real Estate Loans; and (iii) on account of the Prepetition Obligations. Prepetition Secured Lender is hereby granted a continuing lien on the Pledged Cash Account. Debtors shall not be permitted to withdraw, transfer, pledge, assign, encumber, expend, or otherwise use any funds maintained in the Pledged Cash Account without the prior written consent of Prepetition Secured Lender. The Prepetition Secured Lender agrees to allow the Debtors an opportunity to request release of such funds on deposit on the Pledged Cash Account from time to time in the event of a final determination by the Prepetition Secured Lender that the Real Estate Loans are compliant with the LTV Covenant provided in the Real Estate Loan documents, and the Prepetition Secured Lender agrees to consider such requests in good faith and to consider Debtors’ position and information in regard to any valuation of the real estate collateral. The funds maintained in the Pledged Cash Account are intended to remain segregated and shall not be included in or used to fund any budget variance reserve, the Carve-Out, or similar construct absent the express written agreement of the Prepetition Secured Lender. Notwithstanding the foregoing, in the event of a final determination by the Prepetition Secured Lender that the Real Estate Loans are compliant with the LTV Covenant, then the Debtors may seek release of such funds from this Court, and the rights of Prepetition Secured Lender to object thereto, are fully preserved.

(e) **Loan Modification Fee.** The payment of a \$50,000 loan modification fee (the “Modification Fee”), solely to the extent set forth in the Approved Budget,

at the earlier of (i) approval of the Debtors' subchapter V plan; or (ii) the date that is six (6) months following the Petition Date.

5. **Approved Budget.**

(a) The updated budget attached hereto as **Schedule 1** constitutes an "Initial Budget." The Debtors will subsequently provide the Prepetition Secured Lender, the UST, and Subchapter V Trustee with an updated budget every Wednesday prior to the end of the Approved Budget Period (defined below) for the remaining weeks left under the Approved Budget. The "Approved Budget Period" shall refer to period commencing on the date that the Interim Cash Collateral Order was entered and ending on the date that is 13 (thirteen) weeks after the Petition Date.

(b) The Debtors shall provide to the Prepetition Secured Lender, the UST, and the Subchapter V Trustee a budget variance report (the "**Budget Variance Report**") on the Wednesday of every week, the Budget Variance Report shall set forth in reasonable detail actual receipts and disbursements of the Debtors, together with a statement certifying compliance with the Budget Covenant (as defined below) set forth below. The Debtors shall not permit actual disbursements for any period, in the aggregate, to exceed the total disbursements set forth in the Approved Budget for such period by more than 15% or more of the total disbursements set forth in the Approved Budget for such period, in the aggregate, from the amounts set forth in the Approved Budget (each, a "**Permitted Variance**"), tested on a cumulative rolling four (4) week basis (the "**Budget Covenant**"); *provided* that, for the first four (4) weeks following the Petition Date, the Budget Covenant shall be tested on a cumulative basis from the Petition Date through the date of testing. The Debtors shall operate in accordance with the Approved Budget and all disbursements of the Debtors shall be consistent with the provisions of the Approved Budget,

subject in each case to any Permitted Variance provided herein; *provided* that unspent budgeted disbursements shall not be carried forward on a line-item basis and shall be counted for purposes of calculating variances.

(c) The Prepetition Secured Lender shall have no obligation to permit the use of Cash Collateral, and the Debtors shall have no authority to use Cash Collateral, other than in accordance with the Approved Budget, subject to the Budget Covenant as set forth in this Final Cash Collateral Order. Notwithstanding anything to the contrary in this Final Cash Collateral Order, the amounts set forth in any Approved Budget for the fees and expenses of the Subchapter V Trustee and the Debtor Professionals (as defined below) are estimates only and shall not constitute a cap on the fees and expenses the Subchapter V Trustee or the Debtor Professionals may seek, or that the Court may allow; provided, however, that nothing in this provision shall modify, or permit the future modification of, either the Post-Carve Out Trigger Notice Cap or the Carve-Out Cap.

6. **Monitoring of Collateral.** The Prepetition Secured Lender and its consultants and advisors shall be given reasonable access, upon reasonable notice and during regular business hours, to the Debtors' books, records, assets, and properties for purposes of monitoring the Debtors' businesses and the value of the Prepetition Collateral, including view access to the Debtors' accounts.

7. **Financial Reporting.** The Debtors shall provide to the Prepetition Secured Lender (and its consultants, advisors, and professionals) (a) all financial information required under the Prepetition Loan Agreement and (b) access upon reasonable notice and during regular business hours to the Debtors' books and records, assets, and properties for purposes of monitoring its businesses and the value of the Prepetition Collateral. The Debtors shall

reasonably cooperate, discuss with, and provide to the Prepetition Secured Lender (and its professionals) all such information as may be reasonably requested. In addition, the Debtors hereby authorize their accountants, attorneys, financial advisors, bankruptcy professionals, and consultants to cooperate, consult with, and provide to the Prepetition Secured Lender (and its consultants, advisors and professionals) all such information as may be reasonably requested with respect to the business, results of operations and financial condition of the Debtors.

8. **Subordination of Intercompany, Affiliate Liens.** All intercompany or affiliate liens of the Debtors, if any, will be contractually subordinated to the Adequate Protection Liens granted pursuant to this Final Cash Collateral Order, on terms satisfactory to the Prepetition Secured Lender.

9. **Adequate Protection Replacement Lien Perfection.** Automatically upon entry of this Final Cash Collateral Order, the Adequate Protection Liens, shall be deemed to be valid, binding, perfected, enforceable, non-avoidable, and effective by operation of law, and not subject to challenge as of the Petition Date, without the need of any further action of any kind; *provided, however*, that the Adequate Protection Liens shall be subject to the Challenge Period. This Final Cash Collateral Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Adequate Protection Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any other action to validate or perfect the Adequate Protection Liens or to entitle the Adequate Protection Liens to the priorities granted herein. Notwithstanding the foregoing, the Prepetition Secured Lender may file such financing statements, deeds of trust, mortgages, security agreements, notices of liens, and other similar documents and is hereby granted relief from the automatic stay

of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, deeds of trust, mortgages, security agreements, notices, and other agreements or documents shall be deemed to have been filed or recorded at the time and on the date of the commencement of the Chapter 11 Cases. The Debtors shall execute and deliver to the Prepetition Secured Lender all such financing statements, mortgages, security agreements, notices and other documents as the Prepetition Secured Lender may reasonably request to evidence, confirm, validate, or perfect or to insure the contemplated priority of the Adequate Protection Liens, and the Debtors shall take all such further actions that may be required under any applicable law or that the Prepetition Secured Lender may reasonably request in order to grant, preserve, protect or perfect the Adequate Protection Liens granted pursuant to this Final Cash Collateral Order. The Prepetition Secured Lender may file a photocopy of this Final Cash Collateral Order as a financing statement with any recording officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which the Debtors have real or personal property and, in such event, the subject filing or recording officer shall be authorized to file or record such copy of this Final Cash Collateral Order. To the extent that the Prepetition Secured Lender is the secured party under any account control agreements, listed as loss payee under any of the Debtors' insurance policies or is the secured party under any loan document, financing statement, deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction to create, validate, attach, perfect, or prioritize liens (any such instrument or document, a "Security Document"), then (i) Prepetition Secured Lender shall be deemed to maintain such possession or notation or exercise such control as a gratuitous bailee; and (ii) the Prepetition Secured Lender is also hereby deemed to be the secured party under such account control agreements, loss payee under the Debtors' insurance policies and the

secured party under each such Security Document, and shall have all rights and powers attendant to that position (including, without limitation, rights of enforcement) and shall act in that capacity and distribute any proceeds recovered or received in accordance with the terms of this Final Cash Collateral Order.

10. Reservation of Certain Third-Party Rights and Bar of Challenges and Claims.

(a) The Debtors' stipulations, admissions, agreements, Releases, and waivers contained in this Final Cash Collateral Order, including the Stipulations, are and shall be irrevocably binding upon the Debtors and any and all of the Debtors' successors in interest and assigns (subject to the Challenge Period, including, without limitation, any chapter 7 or chapter 11 trustee, responsible person, examiner with expanded powers, or other estate representative) in all circumstances and for all purposes.

(b) The Stipulations and all other admissions, agreements, releases, and waivers set forth in this Final Cash Collateral Order also are and shall be binding upon all other persons and entities and each of their respective successors in interest and assigns in all circumstances and for all purposes, unless, and solely to the extent that (i) such parties in interest in each case with standing and requisite authority to do so (subject in all respects to any agreement or applicable law which may limit or affect such entity's right or ability to do so) have timely filed the proper pleadings, and timely commenced the appropriate proceedings under the Bankruptcy Code and Bankruptcy Rules, including, without limitation, as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth below in this paragraph 10), (x) objecting to or challenging any of the Stipulations or (y) otherwise asserting or prosecuting any action against the Prepetition Secured Lender or any of its respective

affiliates, agents, attorneys, advisors, professionals, officers, directors, or employees in connection with or related to the matters covered by the Stipulations (each such proceeding or appropriate pleading commencing a proceeding or other contested matter, a “Challenge”), no later than **Wednesday, December 9, 2026** (seventy-five (75) calendar days after the date of entry of the Interim Cash Collateral Order) for any party in interest with requisite standing (such period, the “Challenge Period” and the date that is the next calendar day after the termination of the Challenge Period shall be referred to as the “Challenge Period Termination Date”), as such date may be extended to any such party in interest by the Prepetition Secured Lender or by any such later date as has been ordered by the Court for cause upon a motion filed and served within the Challenge Period (before giving effect to such extension) and (ii) the Court enters judgment in favor of the plaintiff or movant in any such timely and properly commenced Challenge proceeding, and any such judgment has become final and is not subject to any further review or appeal.

(c) Any Challenge not asserted by the timely and proper filing of a pleading by a party in interest with the requisite standing and authority as contemplated herein prior to the Challenge Period Termination Date (or any extension thereto) shall be deemed forever waived, released, and barred with respect to such party in interest. To the extent a party in interest with requisite standing and authority timely and properly commences a Challenge prior to the Challenge Period Termination Date, all claims, causes of action and other matters not specifically set forth in such Challenge shall be deemed forever waived, released, and barred with respect to such party in interest.

(d) To the extent any Stipulations are (i) not subject to a Challenge timely and properly commenced prior to the Challenge Period Termination Date or (ii) subject to

a Challenge timely and properly commenced prior to the Challenge Period Termination Date, to the extent any such Challenge does not result in a final and non-appealable judgment or order of the Court that is inconsistent with such Stipulations, then, in each case, without further notice, motion or application to, or order of, or hearing before this Court and without the need or requirement to file any proof of claim: (1) any and all such Challenges by any party in interest shall be deemed to be forever waived, released, and barred (including in any Successor Case), and (2) the Prepetition Obligations shall be deemed to be an allowed secured claim within the meaning of sections 502 and 506 of the Bankruptcy Code for all purposes in connection with these Chapter 11 Cases, and all of the Stipulations and all other waivers, releases, and affirmations set forth in this Final Cash Collateral Order (or any not properly and timely challenged) shall be in full force and effect and shall be binding, conclusive, and final on any person, entity, or party in interest, (in each case, and their successors and assigns) in these Chapter 11 Cases and in any Successor Case for all purposes, without any further order of the Court, and shall not be subject to challenge or objection by any party in interest, including, without limitation, any trustee, responsible individual, examiner with expanded powers or other representative of the Debtors' estates.

(e) If any Challenge is timely and properly filed during the Challenge Period, the Stipulations and all other waivers, releases, and affirmations contained in this Final Cash Collateral Order shall nonetheless remain binding and preclusive, as provided in this paragraph 10, on all other parties in interest and on any other person or entity, except for the plaintiff or movant timely and successfully asserting such Challenge, as set forth in a final, non-appealable order of a court of competent jurisdiction. Notwithstanding anything to the contrary herein, the right to commence any Challenge under this Final Cash Collateral Order is preserved

only as against any particular Prepetition Obligation or against the Prepetition Secured Lender to the extent such Challenge is commenced timely and properly prior to the Challenge Period Termination Date or, in respect of such Prepetition Obligation or the Prepetition Secured Lender, is otherwise waived as set forth in this paragraph 10.

(f) All remedies or defenses of any party with respect to any Challenge are hereby preserved. Nothing in this Final Cash Collateral Order vests or confers on any person (as defined in the Bankruptcy Code) 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 Prepetition Obligations, and an order of the Court (or any other court of competent jurisdiction) conferring such standing on a party in interest shall be a prerequisite for the prosecution of a Challenge by the such party in interest. If a party in interest files a motion for standing to pursue a Challenge that includes a draft of the complaint or motion such party in interest seeks to pursue, then the Challenge Period Termination Date shall be stayed as to such movant(s) until the Court rules on the motion for standing.

(g) For the avoidance of doubt, if a chapter 11 trustee is appointed under sections 1104 and 1106 of the Bankruptcy Code or these Chapter 11 Cases are converted to cases under chapter 7 and a chapter 7 trustee is appointed before the Challenge Period expires, then such trustee shall be deemed to be a party in interest other than the Debtors and shall not be bound by the waivers, releases, affirmations, and Stipulations of the Debtors in this Final Cash Collateral Order until the Challenge Period expires, which Challenge Period shall, solely as to such trustee, be extended to the later of (i) the last day of the Challenge Period and (ii) thirty (30) days after the appointment of such trustee. Notwithstanding anything to the contrary herein, if a party in interest timely and properly files a Challenge within the Challenge Period that is pending

as of the time such trustee is appointed or elected in these cases, such trustee shall have the right (but not the obligation) to intervene in such Challenge and, upon such intervention, shall be deemed to have timely and properly filed such Challenge within the Challenge Period to the same extent as the party originally instituting the Challenge.

11. **Limitations on Use of Cash Collateral.** Notwithstanding anything herein to the contrary, no portion of the proceeds of the Prepetition Collateral, any Cash Collateral, or the Carve-Out and no disbursements set forth in the Approved Budget may be used, in any way, directly or indirectly (a) for any investigation, adversary action, suit, arbitration, proceeding, application, motion, objection, defense, other contested matter, or other litigation of any type, including any Challenge, adverse to the interests of any or all of the Prepetition Secured Lender, the Prepetition Secured Lender, or their respective rights and remedies under this Final Cash Collateral Order or the Prepetition Loan Agreement and other documents and instruments in respect of the Prepetition Obligations, including without limitation (i) any action arising under the Bankruptcy Code, (ii) any so-called “lender liability” claims and causes of action, (iii) any action with respect to the validity and extent of the Prepetition Obligations or the validity, extent, perfection and priority of Prepetition Liens, (iv) any action seeking to invalidate, set aside, avoid, reduce, set off, offset, recharacterize, subordinate (whether equitable, contractual, or otherwise), recoup against, disallow, impair, raise any defenses, cross-claims, or counterclaims, or raise any other challenges under the Bankruptcy Code or any other applicable domestic or foreign law or regulation against or with respect to the Prepetition Liens, in whole or in part, or (v) appeal or otherwise challenge this Final Cash Collateral Order; (b) for any purpose that is prohibited under the Bankruptcy Code this Final Cash Collateral Order or that is not in accordance with the Approved Budget; (c) to make any payment, advance, intercompany advance or transfer, or any

other remittance or transfer whatsoever (including any intercompany loans and investments) that is not in accordance with the express terms of the Approved Budget; (d) to make any payment in settlement of any claim, action, or proceeding without Court approval and the prior written consent of the Prepetition Secured Lender, which consent shall not be unreasonably withheld or delayed; (e) to prevent, hinder, impede, or delay any of the Prepetition Secured Lender's enforcement or realization upon or exercise of rights in respect of any of Prepetition Collateral in accordance with this Final Cash Collateral Order; or (f) to seek to amend or modify any of the rights or interests granted to the Prepetition Secured Lender under this Final Cash Collateral Order or the Prepetition Loan Agreement, in a manner adverse to the Prepetition Secured Lender, without the prior written consent of the Prepetition Secured Lender.

12. **Carve-Out.**

(a) **Carve-Out Defined.** As used in this Final Cash Collateral Order, the "Carve-Out" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable and documented fees and expenses up to \$25,000 incurred by the Subchapter V Trustee or a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent approved by the Court at any time pursuant to sections 330 or 331 of the Bankruptcy Code, all accrued and unpaid claims for reasonable, actual, and necessary fees, costs, and expenses (the "Allowed Debtor Professional Fees") incurred by (or payable to) persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals") at any time before or on the first business day following delivery by the Prepetition Secured Lender of a Termination Notice (as defined below)

in the aggregate amount not to exceed the aggregate amount of fees for Debtor Professionals set forth in the Approved Budget as of the date a Termination Notice is delivered (less any unapplied retainer held by Debtor Professionals) and (iv) Allowed Debtor Professional Fees incurred after the first business day following delivery of a Termination Notice, in an aggregate amount not to exceed \$50,000 immediately following the date the Termination Notice is delivered (the “Post-Carve Out Trigger Notice Cap”); *provided*, however, in no event shall the Carve-Out for Allowed Debtor Professional Fees exceed \$1,500,000 (“Carve-Out Cap”). The Carve-Out shall be senior to the Prepetition Liens, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and any and all other liens or other claims against the Prepetition Collateral securing the Prepetition Obligations or granted as adequate protection hereunder.

(b) **No Direct Obligation To Pay Allowed Debtor Professional Fees.** The Prepetition Secured Lender shall not be responsible for the payment or reimbursement of any fees or disbursements of any Debtor Professionals incurred in connection with the Chapter 11 Cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Final Cash Collateral Order or otherwise shall be construed to obligate the Prepetition Secured Lender in any way to pay compensation to, or to reimburse expenses of, any Debtor Professionals or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement of any Debtor Professionals.

(c) **Funded Reserve Account.** Subject to the Carve-Out Cap, on a weekly basis, the Debtors shall fund a segregated account (the “Funded Reserve Account”) in an amount equal to the lesser of (x) the aggregate unpaid amount of the estimated fees and expenses set forth in the weekly statements delivered by the Debtor Professionals and (y) the aggregate

amount of Debtor Professional Fees set forth in the Approved Budget for such week, plus the amounts described in clauses (i) and (ii) of the definition of Carve-Out. All payments of Allowed Debtor Professional Fees shall be paid first from the Funded Reserve Account.

13. **Section 506(c) Claims.** Upon entry of this Final Cash Collateral Order providing the Debtors' authorization to use the Cash Collateral on a final basis and the consent of the Prepetition Secured Lender to the payment of the Carve-Out to the extent provided for herein, the Debtors (and any successors thereto or any representatives thereof, including any trustees appointed in the Chapter 11 Cases or any Successor Case) shall be deemed to have waived any rights, benefits, or causes of action under section 506(c) of the Bankruptcy Code as they may relate to or be asserted against the Prepetition Secured Lender, the Adequate Protection Liens, the Prepetition Liens, and the Prepetition Collateral, and except to the extent of the Carve-Out, nothing contained in this Final Cash Collateral Order shall be deemed a consent by the Prepetition Secured Lender to any charge, lien, assessment, or claim against or in respect of the Prepetition Collateral under sections 105 or 506(c) of the Bankruptcy Code or otherwise, and no such consent shall be implied from any other action, inaction, or acquiescence by any such parties.

14. **Collateral Rights; Limitations in Respect of Subsequent Court Orders.** Without limiting any other provisions of this Final Cash Collateral Order, unless the Prepetition Secured Lender has provided its prior written consent, or the Court orders otherwise after notice and a hearing and the rights of the Prepetition Secured Lender to object thereto being fully preserved, no credit shall be obtained, or indebtedness incurred that is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the Prepetition Collateral or entitled to priority administrative status which is superior to or *pari passu* with those granted

pursuant to this Final Cash Collateral Order to or for the benefit of the Prepetition Secured Lender. Further, the Cash Collateral shall not be used for any purpose other than as permitted under this Final Cash Collateral Order and the Approved Budget.

15. **Survival of Certain Provisions.** In the event of the entry of any order converting any of these Chapter 11 Cases into a Successor Case, the Adequate Protection Liens, Adequate Protection Superpriority Claim, and the Carve-Out shall continue in this proceeding and in any Successor Case, and such Adequate Protection Liens, Adequate Protection Superpriority Claim, and the Carve-Out shall maintain their respective priorities as provided by this Final Cash Collateral Order.

16. **Maturity Date and Events of Default.**

(a) Any automatic stay otherwise applicable to the Prepetition Secured Lender, whether arising under sections 105 or 362 of the Bankruptcy Code or otherwise, is hereby modified so that, (i) upon the occurrence and during the continuance of an Event of Default (as defined below), the Prepetition Secured Lender may immediately (x) deliver a notice of Event of Default; and, subject to paragraph 16(b) hereof and expiration of the Default Notice Period (as defined below), (y) terminate any use of Cash Collateral; or (z) sweep all cash in any controlled account, and (ii) upon and after the occurrence of the Maturity Date, the Prepetition Secured Lender shall, without further notice to, hearing of, or order from this Court, to the extent necessary to permit the Prepetition Secured Lender to take any or all of the following actions, at the same time or different times, unless the Court orders otherwise, be immediately entitled to exercise all of their rights and remedies in respect of the Prepetition Collateral, including Cash Collateral, in accordance with this Final Cash Collateral Order and/or the Prepetition Loan Agreement, as applicable. The term “Maturity Date” shall mean the date that is the earliest of (i)

the date that is one-hundred eighty (180) days after the Petition Date, (ii) the effective date or date of the substantial consummation (as defined in Section 1101(2) of the Bankruptcy Code) of a Plan of Reorganization or similar dispositive restructuring plan that has been confirmed by an order of the Court; (iii) the date on which the Debtors consummate a sale of all or substantially all of the assets of the Debtors or their Subsidiaries pursuant to Section 363 of the Bankruptcy Code or otherwise; and (iv) the occurrence of any Event of Default.

(b) Notwithstanding the foregoing subparagraph (a) of this paragraph 16, immediately following the delivery of notice by the Prepetition Secured Lender to counsel to the Debtors, the U.S. Trustee, and the Subchapter V Trustee of the occurrence of an Event of Default (such notice of an Event of Default, the “Termination Notice”) (i) the Debtors shall have no right to request or use any proceeds of any Prepetition Collateral or to use Cash Collateral towards the satisfaction of the Prepetition Obligations or the Carve-Out as provided in this Final Cash Collateral Order; *provided that*, during the Default Notice Period (as defined below), (ii) the Debtors shall be permitted to continue to use any Cash Collateral in accordance with the terms of the Approved Budget (but excluding Debtor Professional Fees in excess of the Post-Carve Out Trigger Notice Cap) solely for any critical business-related expenses necessary to operate the Debtors’ businesses and preserve the Prepetition Collateral as determined by the Debtors in their reasonable discretion and in good faith and after consultation with Prepetition Secured Lender, (iii) the Debtors shall deliver and cause the delivery of the proceeds of the Prepetition Collateral, including the Cash Collateral, to the Prepetition Secured Lender as provided herein and in the Prepetition Loan Agreement, subject to the funding of the Carve-Out, and (iv) the Prepetition Secured Lender shall be permitted to apply such proceeds in accordance with the terms of this Final Cash Collateral Order and the Prepetition Loan Agreement. The

Debtors and the Subchapter V Trustee shall be entitled to an emergency hearing before this Court within five (5) business days after the Termination Notice is sent by the Prepetition Secured Lender to the Debtors, the U.S. Trustee, and the Subchapter V Trustee (such 5-business-day period, the “Default Notice Period”); provided that, if a request for such hearing is made prior to the expiration of the Default Notice Period but the Court schedules such hearing for a date thereafter, the Default Notice Period shall be automatically extended until the Court hears and rules with respect thereto; *provided, however*, in no event shall the Default Notice Period be extended beyond fourteen (14) calendar days. If the Debtors, or any other party in interest does not contest the occurrence of the Event of Default within the Default Notice Period or if there is a timely contest of the occurrence of the Event of Default and the Court after notice and a hearing declines to stay the enforcement thereof, the Maturity Date shall be deemed to have occurred for all purposes and the automatic stay shall be modified to permit the Prepetition Secured Lender to exercise all remedies under this Final Cash Collateral Order, the Prepetition Loan Agreement, and applicable law, including, without limitation, to (i) set-off any and all amounts in accounts maintained by the Debtors with the Prepetition Secured Lender against the Prepetition Obligations, (ii) to otherwise enforce any and all rights against the Prepetition Collateral in the possession of the Prepetition Secured Lender, including, without limitation, disposition of the Prepetition Collateral solely for application towards the Prepetition Obligations; and (iii) take any other actions or exercise any other rights or remedies permitted under this Final Cash Collateral Order, the Prepetition Loan Agreement, or applicable law to effect the repayment of the Prepetition Obligations.

(c) Upon the occurrence of the Maturity Date (but subject, only in the case of the occurrence of the Maturity Date resulting from an Event of Default, to the provisions

of paragraph 16(b)), the Prepetition Secured Lender is authorized to exercise all remedies and proceed under or pursuant to the applicable the Prepetition Loan Agreement, this Final Cash Collateral Order, and applicable law.

(d) Any one or more of the following shall constitute an “Event of Default”:

i. Failure by the Debtors to pay principal, interest or any other amounts provided for in this Final Cash Collateral Order when due;

ii. Any representation or warranty made by any Debtor shall prove to have been incorrect in any material respect when made;

iii. Without the consent of the Prepetition Secured Lender, any of the Chapter 11 Cases shall be converted to a chapter 11 case which is not a Subchapter V case, dismissed, or converted to a chapter 7 case;

iv. Unless consented to, or such relief is granted pursuant to a motion by the Prepetition Secured Lender, a chapter 11 trustee, a responsible officer or an examiner with enlarged powers relating to the operation of the business of the Debtors (*i.e.*, powers beyond those set forth in Sections 1106(a)(3) and (4) of the Bankruptcy Code) shall be appointed in any of the Chapter 11 Cases;

v. Any other super-priority claim or lien which is *pari passu* with or senior to the claims or liens of the Prepetition Secured Lender under this Final Cash Collateral Order shall be granted in any of the Chapter 11 Cases, other than the Carve-Out;

vi. Any Debtor shall make any payment on account of any prepetition indebtedness or payables of a Debtor except as otherwise permitted under the Approved Budget or authorized by order of this Court as set forth in this Final Cash Collateral Order;

vii. Any material provision of this Final Cash Collateral Order shall cease to be valid and binding on any Debtor, or any Debtor shall so assert in any pleading filed in any court;

viii. An order shall be entered on the Debtors' motion amending, modifying or supplementing this Final Cash Collateral Order without the prior written consent of the Prepetition Secured Lender;

ix. The failure to satisfy any of the following "Milestones":

- 1) Entry of an Interim Cash Collateral Order by the Court with terms acceptable to Prepetition Secured Lender no later than September 30, 2026;
- 2) Debtors shall file schedules and statements of financial affairs no later than forty-five (45) days after the Petition Date;
- 3) Entry of a Final Cash Collateral Order by the Court with terms acceptable to Prepetition Secured Lender no later than forty-five (45) days after the Petition Date;
- 4) Debtors shall file a plan of reorganization with terms acceptable to Prepetition Secured Lender that provides for the restructuring of the Prepetition Secured Lender's obligations to extend the maturity date for a period of two (2) years from the date of confirmation of a plan at an annual interest rate 8% with all default rate interest to be waived, a continuation of the Debtors' operations as going concerns, and mutual releases among the Debtors and the Prepetition Secured Lender and other agreed parties, no later than ninety (90) days after the Petition Date;
- 5) The Court shall set a hearing on confirmation of Debtors' plan no later than one-hundred and twenty (120) days after Petition Date;
- 6) The Court shall conduct the hearing on confirmation of the Debtors' plan no later than one-hundred fifty (150) days after Petition Date;

- 7) The Court shall enter an order confirming Debtors' plan as set forth in Section 16(d)(ix)(5) above with terms acceptable to Prepetition Secured Lender no later than one-hundred eight (180) days after Petition Date; and
- 8) The Effective Date for Debtors' plan shall occur no later than seven (7) days after entry of the Confirmation Order.

x. Transfer of any funds from the Pledged Cash Account without express written consent of the Prepetition Secured Lender or order of the Court as set forth in this Final Cash Collateral Order;

xi. Failure to timely pay the Modification Fee;

xii. The occurrence of an event of default under the Prepetition Loan Agreement or the Reinstatement, Modification and Forbearance Agreement, other than any default arising from the commencement or pendency of these Chapter 11 Cases;

xiii. The filing of a challenge by the Debtors, or supported by the Debtors, to the liens or claims of the Prepetition Secured Lender based upon the Prepetition Secured Lender's conduct; and

(e) The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified pursuant to this Final Cash Collateral Order and the Prepetition Loan Agreement as necessary to (i) permit the Debtors to grant the Adequate Protection Liens and to incur all liabilities and obligations to the Prepetition Secured Lender hereunder, and (ii) authorize the Prepetition Secured Lender to retain and apply payments and otherwise enforce its respective rights and remedies hereunder, subject to the provisions of paragraph 16(b) hereof.

(f) The Debtors shall reasonably cooperate with the Prepetition Secured Lender in its efforts to enforce its liens and security interests in the Prepetition

Collateral, in accordance with this Final Cash Collateral Order and (other than the right to contest whether an Event of Default has occurred and is continuing) the Debtors shall not take or direct any entity to take any action designed or intended to hinder or restrict in any respect such party from enforcing its rights or remedies in the Prepetition Collateral, as applicable; *provided* that nothing herein shall require the Debtors or their officers and directors to act in a manner inconsistent with their fiduciary duties to their estates.

(g) Nothing included herein shall prejudice, impair, or otherwise affect the Prepetition Secured Lender's rights to seek (on behalf of the Prepetition Secured Lender) any other or supplemental relief in respect of the Debtors (including, as the case may be, other or additional adequate protection).

17. **Applications of Proceeds of Collateral, Payments and Collections.**

(a) As a condition to the authorization to use Cash Collateral, the Debtors have agreed that proceeds of any Prepetition Collateral, any amounts held on account of the Prepetition Collateral, and all payments and collections received by the Debtors with respect to all proceeds of Prepetition Collateral shall be used and applied in accordance with the Approved Budget (subject to Permitted Variances) and this Final Cash Collateral Order.

(b) Subject to the Debtors' rights under paragraph 16(b) hereof, the funding of the Carve-Out, upon and after the occurrence of the Maturity Date, all proceeds of the Prepetition Collateral, whenever received, shall be paid and applied as follows: (i) *first*, subject to paragraph 10 hereof, to permanently and indefeasibly repay and reduce the Prepetition Obligations (including any adequate protection obligations) then due and owing in accordance with the Prepetition Loan Agreement, until paid and satisfied in full in cash; and (ii) *second*, to the Debtors' estates.

18. **Proofs of Claim.** The Prepetition Secured Lender shall not be required to file a proof of claim in the Chapter 11 Cases or any Successor Case for any claim described herein. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in the Chapter 11 Cases or any Successor Case to the contrary, the Prepetition Secured Lender is hereby authorized and entitled (but not required), in its sole and absolute discretion to file (and amend or supplement, as it sees fit) a proof of claim or aggregate proofs of claim in the Chapter 11 Cases or any Successor Case for any claim described herein. Any order entered by the Court in relation to the establishment of a bar date for any claim (including without limitation administrative claims) in the Chapter 11 Cases or any Successor Case shall not apply to the Prepetition Secured Lender.

19. **Payments Free and Clear.** Subject to paragraph 11, any and all payments or proceeds remitted to the Prepetition Secured Lender, pursuant to the provisions of this Final Cash Collateral Order, or any subsequent order of the Court shall be irrevocable, received free and clear of any claim, charge, assessment or other liability.

20. **Other Rights and Obligations.**

(a) **Credit Bid.** Subject to section 363(k) of the Bankruptcy Code, the Challenge Period, the Prepetition Secured Lender shall have the right to credit bid (either directly or through one or more acquisition vehicles), up to the full amount of the Prepetition Obligations, in connection with any sale of all or any portion of the Prepetition Collateral, including (without limitation) any sale occurring pursuant to section 363 of the Bankruptcy Code or included as part of any chapter 11 plan subject to confirmation under section 1129(b)(2)(A)(ii)-(iii) of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, without the need for further court order authorizing the same.

The Debtors shall not object to Prepetition Secured Lender's credit bidding up to the full amount of the applicable outstanding Prepetition Obligations (including any Adequate Protection Superpriority Claims), in each case including any accrued interest, fees, and expenses, in any sale of any Prepetition Collateral, as applicable, whether such sale is effectuated through sections 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise. If the Prepetition Secured Lender (either directly or through one or more acquisition vehicles) makes a credit bid in connection with any auction or other sale process relating to the sale or other disposition of any Prepetition Collateral, then for purposes of such auction or sale process or any applicable order of this Court, the Prepetition Secured Lender shall be deemed to be a "qualified bidder" and its bid shall be a "qualified bid" regardless of whether any qualified bidder or qualified bid requirements are satisfied. The Prepetition Secured Lender shall be a "Consultation Party" for purposes of any sale of the Prepetition Collateral subject to ordinary industry restrictions and rights, including that if the Prepetition Secured Lender makes a bid in connection with any auction or other sale process relating to the sale or other disposition of any Prepetition Collateral, the Prepetition Secured Lender shall no longer be considered a Consultation Party.

(b) **Lenders Not Responsible Persons.** In making the decision to consent to the use of Cash Collateral and making the decision to collect the indebtedness and obligations of the Debtors, the Prepetition Secured Lender shall not be considered to (x) owe any fiduciary obligation to the Debtors or any other party with respect to their exercise of any consent or other rights afforded them under this Final Cash Collateral Order or (y) be exercising control over any operations of the Debtors or acting in any way as a responsible person, or as an owner or operator under any applicable law, including without limitation, any environmental law

(including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*, and the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*, as either may be amended from time to time, or any similar federal or state statute, but in both cases solely by reason of having allowed the use of Cash Collateral).

(c) **Binding Effect.** The provisions of this Final Cash Collateral Order shall be binding upon and inure to the benefit of the Prepetition Secured Lender, the Debtors, and their successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors) whether in the Chapter 11 Cases, in any Successor Case, or upon dismissal of any such chapter 11 or chapter 7 case.

21. **No Waiver.**

(a) The failure of the Prepetition Secured Lender to seek relief or otherwise exercise their rights and remedies under this Final Cash Collateral Order or the Prepetition Loan Agreement or otherwise, as applicable, shall not constitute a waiver of the Prepetition Secured Lender's rights hereunder, thereunder, or otherwise. Notwithstanding anything herein, the entry of this Final Cash Collateral Order is without prejudice to and does not constitute a waiver of, expressly or implicitly, or otherwise impair any of the rights, claims, privileges, objections, defenses, or remedies of the Prepetition Secured Lender under the Bankruptcy Code or under non-bankruptcy law against any other person or entity in any court, including without limitation, the rights of the Prepetition Secured Lender (1) to request conversion of the Chapter 11 Cases to a case under chapter 7, or dismissal of the Chapter 11 Cases, or (2) to exercise any of the rights, claims or privileges (whether legal, equitable, or otherwise).

(b) The failure or delay on the part of the Prepetition Secured Lender to seek relief or otherwise exercise its rights and remedies under this Final Cash Collateral Order, the Prepetition Loan Agreement, or applicable law, as the case may be, shall not constitute a waiver of any of its rights hereunder, thereunder, or otherwise. No delay on the part of any party in the exercise of any right or remedy under this Final Cash Collateral Order shall preclude any other or further exercise of any such right or remedy or the exercise of any other right or remedy. None of the rights or remedies of any party under this Final Cash Collateral Order shall be deemed to have been amended, modified, suspended, or waived unless such amendment, modification, suspension, or waiver is express, in writing and signed by the party against whom such amendment, modification, suspension, or waiver is sought. No consents required hereunder by the Prepetition Secured Lender shall be implied by any inaction or acquiescence by the Prepetition Secured Lender.

(c) **No Third-Party Rights.** Except as explicitly provided for herein, this Final Cash Collateral Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, third party, or incidental beneficiary.

(d) **Limitation on Surcharge.** Without limiting the terms of the Carve-Out and subject to terms of this Final Cash Collateral Order, no costs or expenses of administration which have been or may be incurred in the Chapter 11 Cases or any Successor Case at any time shall be surcharged against, and no person may seek to surcharge any costs or expenses of administration against the Prepetition Secured Lender, the Carve-Out (other than parties entitled to assert a right to be paid under the Carve-Out), or the Prepetition Collateral, pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the Prepetition Secured Lender (and the beneficiaries of the Carve-Out in the case of a

surcharge against the Carve-Out). No action, inaction or acquiescence by the Prepetition Secured Lender shall be deemed to be or shall be considered evidence of any alleged consent to a surcharge against the Prepetition Secured Lender or the Prepetition Collateral.

(e) **Section 552(b).** The Prepetition Secured Lender shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, to the extent provided herein. The “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Lender with respect to proceeds, product, offspring, or profits of any of the Prepetition Collateral.

(f) **Survival of Final Cash Collateral Order.** The provisions of this Final Cash Collateral Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (i) confirming any plan in the Chapter 11 Cases, (ii) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (iii) to the extent authorized by applicable law, dismissing the chapter 11 cases, (iv) withdrawing the reference of the chapter 11 cases from this Court, or (v) providing for abstention from handling or retaining of jurisdiction of the Chapter 11 Cases in this Court. The terms and provisions of this Final Cash Collateral Order and the Prepetition Loan Agreement and any priorities and protections granted to or for the benefit of the Prepetition Secured Lender (including the Adequate Protection Liens and the Adequate Protection Superpriority Claim) hereunder and thereunder shall continue in full force and effect to the fullest extent provided by the Bankruptcy Code.

(g) **Enforceability.** This Final Cash Collateral Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon execution hereof.

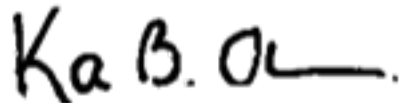
(h) **No Waivers or Modification of Final Cash Collateral Order.**

The Debtors shall not seek to modify or to alter relative lien priority of the Prepetition Liens and the Adequate Protection Liens set forth in this Final Cash Collateral Order without the prior written consent of the Prepetition Secured Lender.

(i) **Waiver of any Applicable Stay.** Any applicable stay (including, without limitation, under Bankruptcy Rule 6004(h)) is hereby waived and shall not apply to this Final Cash Collateral Order.

22. **Retention of Jurisdiction.** The Court has and will retain jurisdiction to enforce this Final Cash Collateral Order according to its terms.

Dated: October 23rd, 2026
Wilmington, Delaware


KAREN B. OWENS
CHIEF JUDGE

SCHEDULE 1

INITIAL BUDGET

K. HEEPS HOLDCO, LLC AND K. HEEPS, LLC
13-WEEK CASH FLOW MODEL

	Week of Forecast: Week Ending:												
	Forecast [1] 09/25/26	Forecast 2 10/02/26	Forecast 3 10/09/26	Forecast 4 10/16/26	Forecast 5 10/23/26	Forecast 6 10/30/26	Forecast 7 11/06/26	Forecast 8 11/13/26	Forecast 9 11/20/26	Forecast 10 11/27/26	Forecast 11 12/04/26	Forecast 12 12/11/26	Forecast 13 12/18/26
Cash receipts	\$ 549,062	\$ 436,133	\$ 542,557	\$ 688,051	\$ 569,714	\$ 569,919	\$ 569,021	\$ 567,000	\$ 567,000	\$ 430,838	\$ 463,350	\$ 695,025	\$ 956,700
Employee expense													
Gross payroll & Taxes	\$ 7,122	\$ -	\$ 170,000	\$ -	\$ 170,000	\$ 37,682	\$ 170,000	\$ -	\$ 170,000	\$ -	\$ 170,000	\$ -	\$ 1,027,122
Employee Benefits	-	37,682	-	-	-	37,682	-	-	-	-	37,682	-	113,047
Staffing	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	52,000
Total employee expense	\$ 11,122	\$ 41,682	\$ 174,000	\$ 4,000	\$ 174,000	\$ 41,682	\$ 174,000	\$ 4,000	\$ 174,000	\$ 4,000	\$ 211,682	\$ 4,000	\$ 1,192,169
Operating expenses													
Ingredients	\$ 75,000	\$ 215,724	\$ 171,355	\$ 213,189	\$ 270,333	\$ 223,838	\$ 223,919	\$ 223,966	\$ 222,772	\$ 222,772	\$ 169,274	\$ 182,048	\$ 273,073
Packaging	25,000	25,000	115,159	118,189	124,998	84,751	87,320	83,747	106,205	87,939	87,971	87,832	87,520
Supplies	10,000	10,000	30,294	31,091	32,882	22,295	17,709	22,030	27,938	23,133	23,141	23,105	23,023
Leased equipment	-	2,501	1,352	329	-	2,501	-	1,695	-	-	3,852	1,695	13,925
Insurance	-	-	-	-	-	-	38,793	-	-	-	-	-	38,793
Repairs & maintenance	2,500	2,500	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	82,000
Rent	-	-	-	-	50,992	-	-	50,992	-	-	-	-	101,984
Software and IT	4,377	1,965	-	-	3,067	137	1,828	879	-	3,067	3,651	1,310	879
Utilities	22,086	29,100	1,637	8,042	-	31,947	1,637	3,773	4,269	31,947	-	5,410	9,260
Miscellaneous	5,000	5,000	5,000	5,000	-	5,000	5,000	5,000	5,000	5,000	5,000	5,000	65,000
Capex	-	-	-	-	-	-	-	-	-	-	35,000	-	35,000
Credit Cards	-	-	-	20,000	-	-	20,000	-	-	-	-	20,000	60,000
Total operating expenses	\$ 145,962	\$ 291,789	\$ 331,796	\$ 402,819	\$ 494,272	\$ 377,469	\$ 363,206	\$ 367,691	\$ 424,176	\$ 380,858	\$ 334,890	\$ 333,401	\$ 405,755
Total disbursements	\$ 155,084	\$ 333,472	\$ 505,796	\$ 406,819	\$ 688,272	\$ 419,151	\$ 537,206	\$ 371,691	\$ 598,176	\$ 384,858	\$ 546,573	\$ 337,401	\$ 579,755
Net company operating cash inflows (outflows)	\$ 393,977	\$ 102,661	\$ 36,761	\$ 281,232	\$ (86,558)	\$ 150,768	\$ 31,615	\$ 195,309	\$ (31,176)	\$ 45,979	\$ (83,223)	\$ 357,624	\$ 346,945
Non-operating cash inflows (outflows)													
Salem closing loan (principal)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adequate protection (closing loan interest only)	-	-	(5,052)	-	(7,500)	-	(18,250)	(5,052)	-	(7,500)	-	(5,052)	(15,000)
Fulton bank operating loans (Cooker, HMC, Modern)	-	-	(20,000)	-	-	-	(20,000)	-	-	-	(18,250)	(20,000)	(61,657)
Professional fees (non-restructuring)	(105,000)	(105,000)	(105,000)	(105,000)	(95,000)	(95,000)	(95,000)	(95,000)	(70,000)	(70,000)	(70,000)	(70,000)	(60,000)
Transfer to restructuring cost escrow account	-	-	-	-	-	-	-	-	-	-	-	-	(1,150,000)
Sub V Trustee	-	(8,333)	-	-	-	(8,333)	-	-	-	(8,333)	-	-	(25,000)
Total non-operating disbursements	\$ (105,000)	\$ (113,333)	\$ (130,052)	\$ (105,000)	\$ (102,500)	\$ (103,333)	\$ (133,250)	\$ (100,052)	\$ (70,000)	\$ (86,833)	\$ (86,250)	\$ (95,052)	\$ (70,000)
Total non-operating disbursements	\$ (105,000)	\$ (113,333)	\$ (130,052)	\$ (105,000)	\$ (102,500)	\$ (103,333)	\$ (133,250)	\$ (100,052)	\$ (70,000)	\$ (86,833)	\$ (86,250)	\$ (95,052)	\$ (70,000)
Net company cash inflows (outflows)	\$ 288,977	\$ (10,672)	\$ (93,291)	\$ 176,232	\$ (201,058)	\$ 47,434	\$ (101,435)	\$ 95,256	\$ (101,176)	\$ (39,854)	\$ (171,473)	\$ 262,572	\$ 276,945
Cash balances													
Beginning cash balance	\$ 1,654,304	\$ 1,943,281	\$ 1,932,609	\$ 1,839,318	\$ 2,015,550	\$ 1,814,491	\$ 1,861,926	\$ 1,780,491	\$ 1,855,747	\$ 1,754,571	\$ 1,714,717	\$ 1,543,244	\$ 1,805,816
Plus receipts	549,062	436,133	542,557	688,051	569,714	569,919	569,021	567,000	567,000	430,838	463,350	695,025	956,700
Less operating disbursements	(155,084)	(333,472)	(505,796)	(406,819)	(688,272)	(419,151)	(537,206)	(371,691)	(598,176)	(384,858)	(546,573)	(337,401)	(579,755)
Non-operating disbursements	(105,000)	(113,333)	(130,052)	(105,000)	(102,500)	(103,333)	(133,250)	(100,052)	(70,000)	(86,833)	(86,250)	(95,052)	(70,000)
Ending cash balance	\$ 1,943,281	\$ 1,832,609	\$ 1,838,318	\$ 2,015,550	\$ 1,814,491	\$ 1,861,926	\$ 1,780,491	\$ 1,855,747	\$ 1,754,571	\$ 1,714,717	\$ 1,543,244	\$ 1,805,816	\$ 2,082,761
Pledged cash account	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)
Available cash for use	\$ 443,281	\$ 332,609	\$ 338,318	\$ 515,550	\$ 314,491	\$ 361,926	\$ 280,491	\$ 355,747	\$ 254,571	\$ 214,717	\$ 43,244	\$ 305,816	\$ 582,761
Accounts Receivable													
Beginning accounts receivable	\$ 2,274,347	\$ 2,355,296	\$ 2,547,822	\$ 2,635,265	\$ 2,577,213	\$ 2,637,500	\$ 2,498,418	\$ 2,392,747	\$ 2,520,772	\$ 2,880,472	\$ 3,608,010	\$ 4,303,035	\$ 4,766,385
Sales	630,000	630,000	630,000	630,000	630,000	430,838	463,350	695,025	926,700	1,158,375	1,158,375	1,158,375	1,158,375
Adjustments	(549,062)	(436,133)	(542,557)	(688,051)	(569,714)	(569,919)	(569,021)	(567,000)	(567,000)	(430,838)	(463,350)	(695,025)	(926,700)
Ending accounts receivable	\$ 2,355,286	\$ 2,547,822	\$ 2,635,265	\$ 2,577,213	\$ 2,637,500	\$ 2,498,418	\$ 2,392,747	\$ 2,520,772	\$ 2,880,472	\$ 3,608,010	\$ 4,303,035	\$ 4,766,385	\$ 4,998,060
Accounts payable													
Beginning accounts payable	\$ 796,986	\$ 231,038	\$ 314,249	\$ 357,453	\$ 329,633	\$ 222,353	\$ 180,885	\$ 153,678	\$ 121,987	\$ 110,802	\$ 91,944	\$ 119,054	\$ 147,653
Purchases	375,000	375,000	375,000	375,000	336,000	336,000	336,000	336,000	362,000	362,000	362,000	362,000	362,000
Payments	(143,982)	(291,789)	(331,796)	(402,819)	(443,280)	(377,469)	(363,206)	(367,691)	(373,184)	(380,858)	(334,890)	(333,401)	(405,755)
Claim reclass	(796,986)	-	-	-	-	-	-	-	-	-	-	-	(796,986)
Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending accounts payable	\$ 231,038	\$ 314,249	\$ 357,453	\$ 329,633	\$ 222,353	\$ 180,885	\$ 153,678	\$ 121,987	\$ 110,802	\$ 91,944	\$ 119,054	\$ 147,653	\$ 103,898

[1] Weekly forecast represents activity on 9/24/26 and 9/25/26.