

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

In re

Smallhold, Inc.

Debtor.<sup>1</sup>

Chapter 11

Case No. 24-10267 (CTG)

Re: D.I. 69

**INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363, 364,  
AND 507, BANKRUPTCY RULES 2002, 4001, 6004, AND 9014, AND LOCAL  
RULE 4001-2 (I) AUTHORIZING THE DEBTOR TO USE CASH COLLATERAL  
AND OBTAIN POST-PETITION FINANCING, (II) GRANTING LIENS AND  
PROVIDING SUPER-PRIORITY ADMINISTRATIVE EXPENSE STATUS,  
(III) GRANTING ADEQUATE PROTECTION, (IV) SCHEDULING A  
FINAL HEARING, AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the above captioned debtor and debtor in possession (the “Debtor”) in the above-captioned chapter 11 case (the “Chapter 11 Case” or “Case”), pursuant to sections 105(a), 361, 362, 363(c), 364(c)(1), 364(c)(2), 364(d)(1), 364(e), and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), and Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), seeking, among other things, entry of an interim order (an “Interim DIP Order”):

i. Authorizing the Debtor to obtain postpetition financing, consisting of senior secured superpriority, multi-draw term loans (the “DIP Loan(s)”, and together with all other obligations under the DIP Documents (as defined below), the “DIP Obligations”) to be advanced and made available to the Debtor in the aggregate maximum principal amount of **\$900,000.00** (such amount, the “Committed Amount”; such facility, the “DIP Facility”) from Monomyth

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 8880. The Debtor’s mailing is 285 Nostrand Avenue #1066, Brooklyn, NY 11216.

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

Sponsor Group, LLC (the “DIP Lender”) consistent with the terms and conditions contained in the Term Sheet attached hereto as **Exhibit 1** (with such changes or amendments, if any, as were or may be made with the agreement of the DIP Lender prior to or as a result of the Interim Hearing (as defined herein) and as amended, supplemented or otherwise modified from time to time in accordance with the terms and conditions set forth herein, the “Term Sheet”), and the Approved Budget (as defined below and together with the Term Sheet and any other document or instrument executed and/or delivered in connection with the DIP Facility, the “DIP Documents”) (A) to pay certain costs, fees, and expenses related to the Chapter 11 Case as provided for in this Interim Order; and (B) to provide working capital and for other general corporate purposes of the Debtor;

ii. Authorizing the Debtor to execute and enter into the DIP Documents and to perform all such other and further acts as may be required in connection with the DIP Documents, including the DIP Obligations, and all instruments, security agreements, assignments, pledges, mortgages, reaffirmations and other documents referred to therein or requested by the DIP Lender to give effect to the terms thereof;

iii. Authorizing the Debtor to use proceeds of the DIP Facility as permitted in the DIP Documents and in accordance with this Interim DIP Order;

iv. Authorizing the Debtor to grant, and granting, superpriority administrative expense claims status pursuant to Bankruptcy Code § 364(c)(1) to the claims of the DIP Lender in respect of the DIP Obligations;

v. Granting liens on and security interests in the DIP Collateral (as defined herein), subject only to the Carve-Out (as defined below) and Permitted Liens (as defined below), as follows: (a) pursuant to Bankruptcy Code §§ 364(c)(2) and (d), valid, perfected, enforceable, and non-avoidable first priority priming liens on and security interests in all now owned or hereafter

acquired assets and property of the Debtor, and (b) pursuant to Bankruptcy Code § 364(c)(3), valid, perfected, enforceable, and non-avoidable second priority or other junior liens on and security interests in all now owned or hereafter acquired assets and property of the Debtor, in each case on the terms set forth in the DIP Documents;

vi. Modifying the automatic stay pursuant to Section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of this Interim DIP Order and the DIP Documents;

vii. Scheduling a final hearing to consider entry of a final order (the “Final DIP Order”) authorizing, among other things, the Debtor to obtain financing under the DIP Documents and continue using cash collateral; and

viii. Granting the Debtor such other and further relief as is just and equitable.

The Court having held a hearing on the Motion on March 19, 2024 (the “Interim Hearing”); the Court having considered all objections, if any, to the Motion; and upon the record made (a) by the Motion and the exhibits attached thereto; (b) the *Declaration of Tariq Jawad in Support of Debtor’s Emergency Motion for Entry of an Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, 506, and 507, (I) Authorizing the Debtor to Obtain Secured Priming Postpetition Financing, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Authorizing the Use of Cash Collateral, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief*, and (c) at the Interim Hearing, and after due deliberation and consideration, and good and sufficient cause appearing therefor,

**IT IS HEREBY FOUND AND CONCLUDED THAT:**<sup>3</sup>

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

A. On February 18, 2024 (the “Petition Date”), the Debtor filed a voluntary petition for relief with the Court under Subchapter V of Chapter 11 of the Bankruptcy Code. The Debtor is continuing to operate and maintain its business as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. This Court has jurisdiction over the Chapter 11 Case and the Motion pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this Chapter 11 Case and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The Court has authority to enter this Interim DIP Order consistent with Article III of the United States Constitution.

C. Sufficient and adequate notice of the Motion and entry of this Interim DIP Order has been given pursuant to Bankruptcy Code §§ 102(1) and 364(c) and (d) and Bankruptcy Rules 2002 and 4001(c) to all entities entitled thereto such that no other or further notice of the Motion or of the entry of this Interim DIP Order need be provided to any entity.

D. The Debtor hereby admits, stipulates and agrees that an immediate and ongoing need exists for the Debtor to obtain the DIP Facility and borrow the DIP Loans in order for the Debtor to confirm a chapter 11 plan (a “Plan”) or to market substantially all of its assets for a sale (a “Sale”) and maximize the value of its business and assets as debtor in possession under chapter 11 of the Bankruptcy Code through, among other things: the orderly continuation of the operation of their businesses; maintenance of business relationships with vendors, suppliers, and customers; paying payroll obligations; satisfaction of other working capital and operational needs; and achieving the milestones and accomplishing the other acts necessary to be in a position to confirm a Plan or consummate a Sale. The Debtor does not have sufficient available resources of working

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fact, they are adopted as such. Statements made by the Court from the bench during the Final Hearing shall constitute additional conclusions of law and findings of fact, as appropriate.

capital to operate its business in this Chapter 11 Case in the ordinary course without postpetition financing. The Debtor's ability to maintain business relationships with vendors, to pay employees, and otherwise to fund operations is essential to the Debtor's viability and preservation of the going-concern value of its business and successful reorganization.

E. The Debtor is unable to obtain unsecured credit allowable under Bankruptcy Code § 503(b)(1) as an administrative expense, and the Debtor is unable to obtain the postpetition financing that it needs on terms more favorable than those provided in the Term Sheet. Without limiting the foregoing, postpetition financing is not available to the Debtor without the Debtor granting to the DIP Lender the DIP Liens and the Super-Priority Claims (as defined below) provided under the Term Sheet and this Interim DIP Order.

F. The DIP Facility has been negotiated in good faith and at arms-length between the Debtor and the DIP Lender. Any credit extended and loans made to the Debtor pursuant to the Term Sheet and this Interim DIP Order shall be deemed to have been extended, issued, or made, as the case may be, in good faith as required by, and within the meaning of, Bankruptcy Code § 364(e), and the DIP Lender is entitled to the protections of Bankruptcy Code § 364(e).

G. The use of cash collateral and extension of credit under the DIP Facility is fair and reasonable and reflects the Debtor's exercise of prudent business judgment consistent with its fiduciary duties. The DIP Lender has provided fair, adequate, and sufficient consideration that constitutes reasonably equivalent value for the DIP Liens conveyed to, and the rights, protections, and benefits obtained by, the DIP Lender under this Interim DIP Order and under the DIP Documents.

H. Entry of this Interim DIP Order is in the best interests of the Debtor's estate and creditors because its implementation, among other things, will allow for the immediate availability

to the Debtor of working capital to use cash collateral and to borrow **\$250,000.00** on an interim basis to avoid immediate and irreparable harm and will enhance the Debtor's prospects for a potential marketing process for the sale of substantially all of its assets and/or confirmation of a Plan.

I. The DIP Lender is willing to provide the DIP Facility to the Debtor, but only upon the terms and conditions set forth in the DIP Documents and this Interim DIP Order. Absent entry of this Interim DIP Order, the DIP Lender would not provide the DIP Facility but for the terms and conditions set forth in this Interim DIP Order.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED on an interim basis as set forth herein.
2. Any objections to the Motion or to entry of this Interim DIP Order that have not been withdrawn or otherwise resolved are hereby OVERRULED.
3. The execution and delivery of the Term Sheet and other DIP Documents by the Debtor is authorized and approved. Further, the Debtor is expressly authorized and directed to (a) execute and deliver to the DIP Lender any other document of any kind required to be executed and delivered in connection with the Term Sheet and the other DIP Documents; (b) take any action to carry out the intent and purpose of the Term Sheet and other DIP Documents, including all such actions to create, protect, and perfect the DIP Liens in favor of the DIP Lender, and (c) comply with and perform all of the terms and conditions contained in the Term Sheet and other DIP Documents. Upon execution and delivery of the Term Sheet and entry of this Interim DIP Order, the DIP Documents shall constitute valid and binding obligations of the Debtor, enforceable against the Debtor and its estate and any successor trustee, in accordance with the terms thereof. No obligation, payment, transfer or grant of security under the DIP Documents as approved under

this Interim DIP Order shall be stayed, restrained, voided, voidable, or recoverable under the Bankruptcy Code or applicable nonbankruptcy law, except to the extent this Interim DIP Order expressly provides otherwise.

4. The Debtor is expressly authorized to borrow from the DIP Lender, on an interim basis up to **\$250,000.00**, and, pending entry of the Final DIP Order (as defined below), a maximum principal amount of the DIP Loans outstanding up to **\$900,000.00**, on the terms and conditions set forth in the DIP Documents and this Interim DIP Order.

5. The DIP Obligations are subject to (i) a Commitment Fee equal to one percent (1%) of the Committed Amount and (ii) interest at the annual rate of 17.0% per annum, subject to the adjustments included in the Term Sheet ("Interest"). Accrued Interest earned shall be payable monthly. Principal and accrued, unpaid Interest will be payable at the Maturity Date (as defined below). Upon the closing of the DIP Facility, the Facility Fee shall accrue to the benefit of the DIP Lender and shall be fully earned and payable at the Maturity Date. The fees and expenses relating to the DIP Facility, including the Commitment Fee and all other fees associated with the DIP Facility, are authorized and approved for payment without further order of the Court. In addition to the Commitment Fee, the Debtor is authorized and directed to pay the reasonable and documented costs and expenses of the DIP Lender associated with the negotiation, preparation, closing, execution, delivery, administration, and monitoring of the DIP Documents and DIP Loan and any amendment or waiver with respect thereto, as well as proceedings before the Court relating to the DIP Facility or this Chapter 11 Case (including, without limitation, the reasonable fees, disbursements, and other charges of counsel, financial advisors, and other professionals and advisors) (the "DIP Lender Expenses"). The DIP Lender Expenses shall be payable to the extent consistent with, and permitted under the amounts projected by, the Approved Budget (as it may be

amended). The DIP Lender shall provide copies of its professionals' respective invoices reflecting their professional costs, fees, and expenses incurred in connection with the DIP Documents (edited to delete any attorney-client communications, attorney work product, or other confidential information) to the Debtor, the Subchapter V Trustee, and the United States Trustee. Any such party may object to the DIP Lender Expenses on any grounds, including the reasonableness of any such costs, fees, and expenses. However, any such objection shall be forever waived and barred, and the Debtor shall promptly pay such invoiced DIP Lender Expenses, unless, within ten (10) calendar days of receipt of the invoice to which the objection relates or such later date as agreed to by the DIP Lender: (1) the objection is served upon the DIP Lender and its counsel; and (2) the objection describes with particularity the items or categories of fees, costs, and expenses that are the subject of the objection and provides the specific basis of the objection to each such item or category of fees, costs, and expenses. To the extent such objection cannot be resolved, the objection shall be filed with the Court and set for a hearing. The disallowance of any such fees and expenses shall not affect the DIP Lender's right to collect such amounts from any person or entity other than the Debtor.

6. The DIP Lender Expenses will be paid pursuant to this Interim DIP Order without further order of this Court, except in the event the Court is required to adjudicate a dispute relating to payment of the DIP Lender Expenses, subject to the procedures set forth in paragraph 5.

7. The Debtor is hereby authorized to use Cash Collateral and proceeds of the DIP Loans in accordance with the budget approved by the DIP Lender (the "Approved Budget"). The initial Approved Budget is attached as **Exhibit 2** hereto. The Debtor shall provide to the DIP Lender on or before 5:00 p.m. New York City time on Thursday of every other week, starting on March 28, 2024, (a) an updated 13-week forecast (each, a "13-Week Forecast") for the current

week then ended and the immediately following consecutive 12 weeks (collectively, 13 weeks), set forth on a weekly basis in a format consistent with the Approved Budget and (b) a Variance Report (as defined below). As of any date for which a Variance Report is delivered, the Debtor shall not permit (i) the amount of receipts in any line item during such Testing Period to be less than 90% of the amount of receipts for such line item as set forth in the Approved Budget for such Testing Period or (ii) the amount of disbursements (for the avoidance of doubt, excluding professional fees, which must be no more than 100% of the amount set forth in the Approved Budget for such Testing Period) in any line item during such Testing Period to be greater than 110% of the amount of disbursements for such line item as set forth in the Approved Budget for such Testing Period (the “Budget Compliance Covenant”) (the “Test Period”) or (y) “Total Operating Receipts” to be less than 90% of the amount shown for “Operating Receipts” in the Variance Baseline Amount on a rolling 4-week basis. On or before 5:00 p.m. New York City time on Thursday of every other week, starting on March 28, 2024, the Debtor shall deliver (a) a supplement to the initial Approved Budget (or the previously supplemented Approved Budget, as the case may be), covering the subsequent 13-week period that commences with the week immediately following the date of delivery of the supplemental budget (and which, for the avoidance of doubt, cannot modify previous weeks), consistent with the form and level of detail set forth in the initial Budget and otherwise in form and substance reasonably acceptable to, and consented to by the DIP Lender in its discretion (each such supplemental budget, an “Updated Budget”), (b) an actual consolidated cash flow of the Borrower for the week preceding the first week of such Updated Budget, showing line item variances between actual results and projected results (if applicable) for such week from the most recent Approved Budget delivered pursuant to clause (a), in each case in a form acceptable to the DIP Lender which (I) shall be approved and

certified by the chief financial officer of the Borrower, as being accurate in all material respects (or in the case of the projections, as being projections believed to be reasonable at the time furnished, prepared in good faith based on assumptions believed to be reasonable at the time furnished), and (II) shall (A) show, in the case of clause (a), projected cash receipts and projected cash disbursements, (B) include for such period, in the case of clauses (a) and (b), a summary of collections, disbursements, outstanding checks and interest payments, (C) in the case of clause (b), include a line item variance report setting forth (x) actual results against anticipated results under the Approved Budget for the week in regard to which such accompanying cash flow forecast is being delivered, reported in the aggregate (highlighting key line items) as of the end of such period, (y) variances in dollar amounts and percentages, and (z) a written explanation for all line item variances of greater than 10% for the applicable week, and (D) such other information as the DIP Lender may reasonably request (such items described in this clause (b), the “Variance Report”).

8. [Reserved]

9. Upon an Event of Default (as defined in the Term Sheet) and any applicable notice period, the DIP Lender may direct the Debtor to (or the DIP Lender may directly) instruct all account debtors of future accounts receivable included in the DIP Collateral to make payments directly into accounts satisfactory to the DIP Lender, in which event all such Cash Proceeds (as defined below) shall be applied in accordance with the DIP Documents. As used herein, “Cash Proceeds” means Cash Collateral and other cash coming into the possession or control of the Debtor, including arising from the collection or other conversion to cash of the DIP Collateral, including cash from the sale of inventory and the collection of accounts receivable, tax refunds, deposits subject to setoff, and insurance proceeds.

10. Following an Event of Default and any applicable notice period, the DIP Lender is authorized to collect upon, convert to Cash Proceeds, and enforce checks, drafts, instruments, and other forms of payment now or hereafter coming into its possession or under their control which constitute DIP Collateral or proceeds of DIP Collateral, subject to the provisions hereof.

11. Following an Event of Default and subject to the Carve-Out, the Debtor will not use or seek to use Cash Proceeds, unless the Debtor obtains an order of the Court approving such use and: (i) the DIP Lender has consented to such order; or (ii) at the time of the entry of such an order, there are no DIP Obligations outstanding, and no obligation of the DIP Lender to extend additional DIP Loans.

12. As security for the DIP Obligations, and as provided in the DIP Documents and this Interim DIP Order, the DIP Lender, shall have (effective and continuing, without the necessity of the execution, filing, and/or recordation of mortgages, security agreements, control agreements, patent security agreements, trademarks security agreements, pledge agreements, financing statements, or otherwise) (a) pursuant to Bankruptcy Code §§ 364(c)(2), 364(c)(3), and 364(d)(1), valid, binding, fully perfected, enforceable, and non-avoidable first priority priming liens on and security interests in all now owned or hereafter acquired assets and property of the Debtor, and any and all rents, issues, products, offspring, proceeds, and profits generated by any item of such collateral, without the necessity of any further action of any kind or nature by the DIP Lender in order to claim or perfect such rents, issues, products, offspring, proceeds, and/or profits, including without limitation: (a) all cash, cash equivalents, deposit accounts, securities accounts, accounts, other receivables (including credit card receivables), chattel paper, contract rights, inventory (wherever located), instruments, documents, securities (whether or not marketable) and investment property (including, without limitation, all of the issued and outstanding capital stock of each of

its subsidiaries), hedge agreements, furniture, fixtures, equipment (including documents of title), goods, franchise rights, trade names, trademarks, servicemarks, copyrights, patents, license rights, intellectual property, general intangibles (including, for the avoidance of doubt, payment intangibles), rights to the payment of money (including, without limitation, tax refunds and any other extraordinary payments), supporting obligations, guarantees, letter of credit rights, commercial tort claims, causes of action, and all substitutions, indemnification rights, all present and future intercompany debt, fee interests in real property owned by the Debtors, books and records related to the foregoing, accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds, (b) all owned real property interests and all proceeds of leased real property, (c) subject to entry of a Final DIP Order, avoidance actions brought pursuant to Chapter 5 of the Bankruptcy Code or applicable state or federal law equivalents, and the proceeds thereof, and (e) subject to entry of a Final DIP Order, the Debtor's rights under Bankruptcy Code §§ 506(c) and 550 and the proceeds thereof (collectively, the "DIP Collateral"); provided, the DIP Liens are senior and superior in priority to all other secured and unsecured creditors of the Debtor's estate, subject only to (i) the Carve-Out (as defined below), (ii) any valid, non-avoidable lien that is properly perfected prior to the Petition Date by operation of applicable non-bankruptcy law, and (iii) any valid, non-avoidable lien that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code and shall otherwise be senior in payment and priority and superior to any security, mortgage, collateral interest, lien or claim on or to any of the DIP Collateral (the liens described in clauses (ii) and (iii) above, the "Permitted Liens").

13. This Interim DIP Order shall be sufficient and conclusive evidence of the priority, perfection, and validity of the DIP Liens granted herein, effective as of the Petition Date, without

any further action by Debtor or DIP Lender and without the execution, filing or recordation of any financing statements, security agreements, mortgages, certificates or other agreements, documents or instruments. Notwithstanding the foregoing, the Debtor shall execute and deliver to the DIP Lender such financing statements, mortgages, instruments, certificates, agreements and other documents as the DIP Lender may request from time to time to provide further evidence of the perfection of the DIP Liens, and any such documents filed by the DIP Lender shall be deemed filed as of the Petition Date.

14. In accordance with Bankruptcy Code § 364(c)(1), to the extent the DIP Liens do not satisfy the DIP Obligations, the DIP Obligations shall constitute claims with priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, but not limited to, Bankruptcy Code §§ 105, 326, 328, 330, 331, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), or 726 (to the extent permitted by law), and/or 364(c)(1), and any other provision of the Bankruptcy Code (other than section 506(c) of the Bankruptcy Code), and shall at all times be senior to the rights of the Debtor, any chapter 11 trustee, any chapter 7 trustee, or any other creditor in the Chapter 11 Case (the “Super-Priority Claims”); provided, however, that the Super-Priority Claims shall be subject to the Carve-Out and the Permitted Liens. For the avoidance of doubt, the Super-Priority Claims are not payable from credit card receipts or cash proceeds thereof that are not property of the Debtor’s estate.

15. While any portion of the DIP Obligations remains unpaid or any of the DIP Documents remains in effect, the Debtor shall not seek entry of any order approving or authorizing (under Bankruptcy Code §§ 105 or 364, or otherwise) (a) the granting of any lien or security interest in any of the DIP Collateral in favor of any party other than the DIP Lender, other than Permitted Liens, or (b) the obtaining of credit or the incurring of indebtedness that is entitled to

superpriority administrative status, in either case *pari passu* with or superior to that granted to the DIP Lender pursuant to this Interim DIP Order, unless, in connection with any transaction cited in clause (a) or (b) of this Paragraph, such request by the Debtor seeks to authorize and direct that the full amount of the DIP Obligations shall first be paid indefeasibly and in full from the proceeds of the DIP Collateral.

16. The DIP Lender's liens, claims, and security interests in the DIP Collateral and its Super-Priority Claim, shall be subject only to the Permitted Liens and the right to payment of the following (the "Carve-Out"):

- (a) to the extent allowed by the Bankruptcy Court (regardless of whether the order allowing such fees is entered before or after the Carve-Out Notice is received) and in an aggregate amount on a line item basis not exceeding the budgeted amounts for such unpaid professional fees and disbursements as reflected in the Approved Budget, (i) as of the date of delivery of the Carve-Out Notice (as defined below), all accrued and unpaid fees and expenses incurred by persons or firms retained by the Debtor pursuant to sections 327, 328 or 363 of the Bankruptcy Code (the "Debtor's Professionals") and the Subchapter V Trustee and (ii) after the delivery of a Carve-Out Notice, all unpaid fees and expenses incurred by the Debtor's Professionals and the Subchapter V Trustee in an aggregate amount not to exceed \$50,000;
- (b) in the event of a conversion of the Case to a case under chapter 7 of the Bankruptcy Code, allowed fees and expenses incurred by a trustee and any professional retained by such trustee, in an aggregate amount not to exceed \$20,000; provided, however, no portion of the Carve-Out shall be utilized for the payment of professional fees and disbursements incurred in connection with any challenge to (i) the amount, extent,

priority, validity, perfection, or enforcement of the indebtedness of the Borrower owing to the DIP Lender or any of its affiliates, or (ii) 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 DIP Lender or any of its affiliates with respect thereto.

The Carve-Out and the DIP Loans (or the proceeds thereof) may not be used to investigate or challenge the validity, perfection, priority, extent, or enforceability of the DIP Facility, or the liens or security interests securing the DIP Facility. Any funding of the Carve-Out shall constitute advances under the DIP Facility secured by the DIP Collateral and shall be otherwise entitled to the protections granted under the Interim DIP Order, the Final DIP Order, the Bankruptcy Code, and applicable law. The Carve-Out shall not reduce the amounts payable to the DIP Lender under the DIP Facility. All amounts owed to Debtor's Professionals under the Carve-Out must be allowed by order of the Bankruptcy Court. Nothing herein shall be construed to impair the ability of any party to object to any of the fees, expenses, reimbursement or compensation described in clause (b). For purposes of the foregoing, "Carve-Out Notice" shall mean a written notice delivered by the DIP Lender to the Debtor and its counsel, the Office of the United States Trustee, and the Subchapter V Trustee, which notice may be delivered following the occurrence and during the continuance of an Event of Default. Upon receipt of any Carve-Out Notice, any party in interest may seek an emergency hearing from the Court on any issue, including whether an Event of Default has occurred, within five (5) days of receipt of such notice (the "Remedies Notice Period"). The DIP Lender is prohibited from exercising any remedies with respect to the Interim DIP Order, the DIP Facility, and the Term Sheet during the Remedies Notice Period.

17. Failure to satisfy any of the following milestones (each, a “Milestone”) by the date specified for such Milestone shall constitute an immediate Event of Default under the DIP Facility:

- (a) On or before April 30, 2024, entry of the Final DIP Order in a form acceptable to the DIP Lender in its sole discretion;
- (b) On or before May 26, 2024, (the “Plan Filing Date”), filing of a chapter 11 plan in a form acceptable to the DIP Lender in its sole discretion;
- (c) Within 40 days of the Plan Filing Date, entry of a confirmation order, confirming a chapter 11 plan acceptable to the DIP Lender in its sole discretion (the “Confirmation Date”);
- (d) Within 30 days of the Confirmation Date, substantial plan consummation and occurrence of the chapter 11 plan’s effective date.

18. The DIP Facility shall terminate and the DIP Loans and all other DIP Obligations shall mature and be due and owing, upon the DIP Lender’s election, at the earliest to occur of (such date, the “Maturity Date”): (a) the date of the occurrence of an Event of Default under the DIP Facility; (b) the date of the acceleration of any outstanding extension of credit under the DIP Facility; (c) the closing of any Sale of the Debtor’s assets; (d) the effective date of a confirmed chapter 11 plan; (e) the entry of an order converting the Case to a case under chapter 7 of the Bankruptcy Code; (f) the entry of an order dismissing the Case; (g) the entry of an order expanding the powers of the Subchapter V Trustee in the Case; (h) the failure to comply with any of the Milestones; (i) the date of the commencement of the Final Hearing, if this Interim DIP Order is modified at the Final Hearing in a manner unacceptable to the DIP Lender, in its sole discretion, and (j) 180 days after the Petition Date. Written notice of the occurrence of the Maturity Date

shall be given by electronic mail (or other electronic means) to counsel to the Debtor, the Subchapter V Trustee, and the Office of the United States Trustee.

19. The Debtor shall indemnify and hold harmless the DIP Lender, and each of its partners, members, officers, directors, employees, affiliates, successors, assigns, agents, counsel, and other advisors (collectively, the “Indemnified Parties”) from and against any and all claims, damages, losses, liabilities, and expenses (including, without limitation, reasonable fees and expenses of counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of, or in connection with the preparation for a defense of, any investigation, litigation or proceeding arising out of, related to or in connection with (a) the DIP Facility, the transactions contemplated thereby and in the DIP Documents, and any use made or proposed to be made with the proceeds thereof and (b) subject to entry of the Final DIP Order, the Chapter 11 Case, except in either instance for any conduct that is determined by final order to have been the result of fraud, gross negligence, or intentional misconduct.

20. The automatic stay imposed by Bankruptcy Code § 362(a) is hereby modified, to the extent necessary, to implement and effectuate the terms and conditions of this Interim DIP Order.

21. The Debtor is authorized to perform all acts and execute and comply with the terms of such other documents, instruments, and agreements in addition to the DIP Documents, as the DIP Lender may reasonably require, as evidence of and for the protection of the DIP Obligations, or which otherwise may be deemed reasonably necessary by the DIP Lender to effectuate the terms and conditions of this Interim DIP Order and the DIP Documents. The Debtor and the DIP Lender

are hereby authorized to implement, in accordance with the terms of the DIP Documents, any non-material modifications of the DIP Documents without further order of this Court.

22. Upon the indefeasible payment in full in cash, and the termination of, the DIP Facility, the Debtor shall execute and deliver in favor of the DIP Lender a valid and binding termination and release agreement, in form and substance reasonably acceptable to the DIP Lender.

23. Subject to entry of the Final DIP Order, except for the Carve-Out, neither the Debtor nor any estate representative (including any trustee or official committee) will invoke or seek to invoke the surcharge provisions of Section 506(c) of the Bankruptcy Code, the enhancement of collateral provisions of Section 552 of the Bankruptcy Code (including, without limitation, the “equities of the case” exception under Section 552(b) of the Bankruptcy Code) or any other legal or equitable doctrine upon the DIP Agent, the DIP Lender, or any of the DIP Collateral for the benefit of any party in interest, including any Debtor, any official committee, any trustee, or any professionals engaged by any of the foregoing.

24. By executing the DIP Documents or taking any actions pursuant to this Interim DIP Order, the DIP Lender shall not: (a) be deemed to be in control of the operations or liquidation of the Debtor; or (2) be deemed to be acting as a “responsible person” with respect to the operation, management, or liquidation of the Debtor.

25. Subject to entry of the Final DIP Order, the DIP Lender shall not be subject to the equitable doctrine of marshalling or any other similar doctrine with respect to any of the DIP Collateral, as applicable.

26. The DIP Lender shall not be required to file any proof of claim in the Chapter 11 Case for any claim under the DIP Documents, or for any claim allowed herein.

27. Reserved.

28. The DIP Lender's failure, at any time or times hereafter, to require strict performance by the Debtor (or by any trustee) of any provision of this Interim DIP Order or the DIP Documents shall not waive, affect, or diminish any right of the DIP Lender thereafter to demand strict compliance and performance therewith. No delay on the part of the DIP Lender in the exercise of any right or remedy under this Interim DIP Order, the DIP Documents, the Bankruptcy Code, or applicable nonbankruptcy law shall preclude any other or further exercise of any right or remedy. The DIP Lender shall not be deemed to have suspended or waived any of their rights or remedies under this Interim DIP Order, the DIP Documents, the Bankruptcy Code, or applicable nonbankruptcy law unless such suspension or waiver is in writing, signed by a duly authorized officer of such party, and directed to the Debtor.

29. Any stay, modification, reversal, or vacation of this Interim DIP Order shall not affect the validity and enforceability of any DIP Obligations of the Debtor to the DIP Lender incurred pursuant to this Interim DIP Order or the validity, priority, or enforceability of any of the DIP Liens and Super-Priority Claims granted to the DIP Lender under this Interim DIP Order. Notwithstanding any such stay, modification, reversal, or vacation, all DIP Liens and Super-Priority Claims granted under this Interim DIP Order, the DIP Loans made pursuant to this Interim DIP Order, and all DIP Obligations incurred by the Debtor pursuant hereto and pursuant to the terms of the DIP Documents prior to the effective date of any such stay, modification, reversal, or vacation shall be governed in all respects by the original provisions of this Interim DIP Order, and the DIP Lender shall be entitled to all the rights, privileges, and benefits, including, without limitation, the DIP Liens, and priorities granted herein with respect to all such DIP Obligations.

30. The provisions of this Interim DIP Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (a) confirming any plan of reorganization

in the Chapter 11 Case (and, to the extent not satisfied in full, the DIP Obligations shall not be discharged by the entry of any such order, notwithstanding Bankruptcy Code § 1141(d)); (b) converting the Chapter 11 Case to a chapter 7 case; (c) appointing a chapter 11 trustee, or (d) dismissing the Chapter 11 Case. The terms and provisions of this Interim DIP Order as well as the Super-Priority Claims and DIP Liens granted pursuant to this Interim DIP Order and the DIP Documents shall continue in full force and effect notwithstanding the entry of such order, and such Super-Priority Claims, DIP Liens, and any adequate protection liens shall maintain their priority as provided by this Interim DIP Order until all of the DIP Obligations are paid indefeasibly and in full, subject to the Carve-Out.

31. The provisions of this Interim DIP Order shall be binding upon and inure to the benefit of the DIP Lender, the Debtor, and their respective successors and assigns, including any trustee appointed or elected in the Chapter 11 Case, whether under chapter 11 or chapter 7.

32. If there is any inconsistency between the terms of the DIP Documents and the provisions of this Interim DIP Order, the provisions of this Interim DIP Order shall control to the extent of such inconsistency.

33. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014 of the Bankruptcy Rules or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim DIP Order shall be valid, take full effect, and be enforceable immediately upon entry hereof; there shall be no stay of execution or effectiveness of this Interim DIP Order; and any stay of the effectiveness of this Interim DIP Order that might otherwise apply is hereby waived for cause shown.

34. The first sentence in the “Releases and Stipulations” section of the DIP Term Sheet remains subject to entry of the Final DIP Order.

35. The last sentence in the “Releases and Stipulations” section of the DIP Term Sheet regarding credit bidding under section 363(k) of the Bankruptcy Code remains subject to entry of the Final DIP Order.

36. A hearing to consider entry of the Final DIP Order and final approval of the DIP Facility (the “Final Hearing”) is scheduled for April 18, 2024, at 10:00 a.m. before the Honorable Craig T. Goldblatt, in the United States Bankruptcy Court for the District of Delaware. Within two (2) business days following entry of this Interim DIP Order, the Debtor shall serve or cause to be served by United States mail, first-class postage prepaid, notice of entry of this Interim DIP Order and of the Final Hearing (the “Final Hearing Notice”), together with copies of the Interim DIP Order and the Motion, on (a) the parties having been given notice of the Interim Hearing, (b) any party which has filed prior to such date a request for notices with this Court, and (c) the Subchapter V Trustee. The Final Hearing Notice shall state that any party-in-interest objecting to the entry of the proposed Final DIP Order shall file written objections with the Court no later than April 11, 2024, at 4:00 p.m. (prevailing Eastern time), which objections shall be served so as to be actually received on or before such date on: (a) counsel for the Debtor, Pashman Stein Walder Hayden, P.C., 1007 North Orange Street, 4<sup>th</sup> Floor, Suite #183, Wilmington, Delaware, 19899-1347, Attn: Joseph C. Barsalona II (jbarsalona@pashmanstein.com), Amy M. Oden (aoden@pashmanstein.com), and Edward A. Cho-O’Leary (echo-oleary@pashmanstein.com); (b) the Subchapter V Trustee, (c) counsel to the DIP Lender, Greenberg Traurig, LLP, Attn: John D. Elrod, Esq. (elrodj@gtlaw.com) and Dennis Meloro, Esq. (melorod@gtlaw.com); and (d) the Office U.S. Trustee for the District of Delaware. The Final Hearing may be continued from time to time without further notice other than given in open court.

37. The Court has and will retain jurisdiction to enforce this Interim DIP Order according to its terms.

A handwritten signature in black ink, appearing to read "Craig Goldblatt", written in a cursive style.

**Dated: March 20th, 2024  
Wilmington, Delaware**

**CRAIG T. GOLDBLATT  
UNITED STATES BANKRUPTCY JUDGE**

**Exhibit 1**

Terms and Conditions for  
\$900,000 Debtor-In-Possession Credit Facility

**Dated as of March 14, 2024**

The terms and conditions set forth herein and any related exhibits, schedules and/or annexes (this “Term Sheet”) reflect the terms for an senior secured, superpriority multi-draw term loan debtor-in-possession credit facility (the “DIP Facility”) to be provided by Monomyth Sponsor Group, LLC (“DIP Lender”), for Smallhold, Inc., a Delaware corporation (the “Debtor” or the “Borrower”), in its bankruptcy case filed on February 18, 2024 (the “Petition Date”), under Subchapter V of Chapter 11 of Title 11 of the United States Code, Case No. 24-10267 (the “Bankruptcy Case”). The terms and conditions for the extension of credit described herein are dependent upon, among other things, (i) authorization and approval by the Bankruptcy Court (as defined below) and (ii) internal authorization and approval by the DIP Lender (as defined below). The terms and conditions with respect to such commitments are mutually dependent on each other, and the DIP Lender shall not be obligated to extend credit unless (i) the Bankruptcy Court approves such terms and conditions as a whole and without modification and (ii) the DIP Lender has obtained the necessary internal authorizations and approvals, unless otherwise agreed by the Debtor and the DIP Lender in writing, which may be email. As used herein, “DIP Documents” shall mean the DIP Facility described in this Term Sheet, together with any documents, instruments, or agreements executed or delivered in connection herewith and “DIP Obligations” means all obligations of any kind and nature of the Borrower under the DIP Facility.

**Senior Secured, Superpriority, Multi-draw Term Loan DIP Credit Facility Terms**

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Borrower:</u>                  | Smallhold, Inc. (“ <u>Debtor</u> ” or the “ <u>Borrower</u> ”), as debtor and debtor-in-possession in the Bankruptcy Case filed with the United States Bankruptcy Court for the District of Delaware (the “ <u>Bankruptcy Court</u> ”).                                                                                                                                                                                                                                                                                                                                                     |
| <u>DIP Lender:</u>                | Monomyth Sponsor Group, LLC (including any permitted assignees and successors, the “ <u>DIP Lender</u> ”)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <u>DIP Facility/Availability:</u> | The DIP Lender’s commitment shall consist of a senior secured, superpriority multi-draw term loan facility (the “ <u>DIP Facility</u> ”) to be provided by the DIP Lender to the Borrower in an aggregate principal amount of up to \$900,000 (the “ <u>Commitment</u> ”), of which up to \$300,000 shall be available promptly following the Interim DIP Order Entry Date (defined below). All amounts outstanding under the DIP Facility shall become due and payable on the Termination Date (as defined below) in the priority and on the terms set forth herein and in the DIP Orders. |

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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|                         | <p>Borrowings under the DIP Facility (the “<u>DIP Loans</u>”) shall, subject to the borrowing conditions set forth herein and in the applicable DIP Order, be incurred as follows:</p> <p>(a) in one draw promptly following the Closing Date, DIP Loans in an aggregate principal amount of \$300,000; and</p> <p>(b) following entry of the final order of the Bankruptcy Court approving the DIP Facility (the “<u>Final DIP Order</u>”; and together with the Interim DIP Order; the “<u>DIP Orders</u>”), DIP Loans in additional draws, subject to the Approved DIP Budget and the conditions precedent set forth below, in an aggregate principal amount of up to \$600,000; provided, (i) there shall not be more than one draw in any seven day period, (ii) each draw shall be in a minimum amount of \$100,000, and (iii) no draw (other than the initial borrowing shall exceed \$200,000.</p> <p>Once repaid or prepaid, no portion of the DIP Loans may be reborrowed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <p><u>Purposes:</u></p> | <p>The DIP Facility shall be available for the following purposes, in each case in accordance with the terms of the then-Approved DIP Budget:</p> <p>(a) to fund the Borrower’s working capital requirements, operating expenses, and other line items in accordance with the terms of the Approved DIP Budget (subject to agreed variances) including the reasonable fees and expenses of the Debtor’s Professionals (defined below) and the Subchapter V Trustee assigned to the Bankruptcy Case (the “<u>Subchapter V Trustee</u>”);</p> <p>(b) to pay fees and expenses of the DIP Lender related to the DIP Facility and the Bankruptcy Case, including, without limitation, reasonable out of pocket fees of attorneys and other professional advisors of the DIP Lender, including, without limitation, Greenberg Traurig, LLP, and any financial advisor that may be retained by the DIP Lender.</p> <p>No proceeds of the DIP Facility shall be transferred to, or used by, any entity other than the Borrower, except as permitted under the Approved DIP Budget, and the Interim DIP Order or Final DIP Order, as applicable. No portion of the DIP Facility or the Carve-Out (as defined below) shall be used to assert any claim, cause of action or objection against the DIP Lender or any its affiliates or any of their respective employees, officers, directors, advisors, investment managers, agents and subagents.</p> |

| <u>Interest Rate:</u>       | <p>The DIP Obligations shall bear interest, at any time of determination, at the rate per annum set forth in the following table that corresponds to the two-week average revenue, in each case, determined for the most recently completed two-week period ending prior to the most recent borrowing; provided, that for the period from the Closing Date through the first borrowing thereafter the interest rate shall be equal to 17.0% per annum. The interest rate shall be determined by the Lender promptly after any draw request hereunder.</p> <table border="1" data-bbox="613 552 1471 903"> <tr> <th>Two-week Average Revenue:</th><th>Interest Rate:</th></tr> <tr> <td>≤ \$75,000</td><td>17%</td></tr> <tr> <td>&gt; \$75,000 and ≤ \$100,000</td><td>16%</td></tr> <tr> <td>&gt; \$100,000 and ≤ \$125,000</td><td>15%</td></tr> <tr> <td>&gt; \$125,000</td><td>14%</td></tr> </table> <p>The interest rate shall, at the election of Lender, be increased by 2.0% per annum upon the occurrence and during the continuance of an event of default. Interest shall be calculated on the basis of the actual number of days elapsed in a year of 365 days. Interest shall be payable in cash in immediately available funds monthly in arrears on the first business day of each month and on the Termination Date.</p> | Two-week Average Revenue: | Interest Rate: | ≤ \$75,000 | 17% | > \$75,000 and ≤ \$100,000 | 16% | > \$100,000 and ≤ \$125,000 | 15% | > \$125,000 | 14% |
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| Two-week Average Revenue:   | Interest Rate:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |                |            |     |                            |     |                             |     |             |     |
| ≤ \$75,000                  | 17%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                           |                |            |     |                            |     |                             |     |             |     |
| > \$75,000 and ≤ \$100,000  | 16%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                           |                |            |     |                            |     |                             |     |             |     |
| > \$100,000 and ≤ \$125,000 | 15%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                           |                |            |     |                            |     |                             |     |             |     |
| > \$125,000                 | 14%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                           |                |            |     |                            |     |                             |     |             |     |
| <u>Fees:</u>                | A fee in the amount of 1.0% times the Commitment shall be fully earned and due and payable on the Closing Date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                           |                |            |     |                            |     |                             |     |             |     |
| <u>Maturity:</u>            | <p>The termination date (the “<u>Termination Date</u>”) of the DIP Facility means the earliest to occur of:</p> <ul style="list-style-type: none"> <li>(a) 120 days after the Final DIP Order Entry Date (the “<u>Maturity Date</u>”).</li> <li>(b) On April 30, 2024 if a final order approving the DIP Facility is not entered, unless extended by the Borrower and the DIP Lender.</li> <li>(c) The effective date of an acceptable plan.</li> <li>(d) The date of consummation of the sale of all or substantially all of the assets of the Borrower.</li> <li>(e) The date of termination of the Commitments (including as a remedy from an event of default).</li> </ul> <p>Upon the Termination Date, the DIP Lender is entitled to immediate</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                           |                |            |     |                            |     |                             |     |             |     |

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|                               | payment of any and all amounts owing under the DIP Facility.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <u>DIP Budget; Reporting:</u> | <p>The Borrower has prepared and delivered a rolling 13-week cash flow budget, in form and substance acceptable to, and consented to by, the DIP Lender (attached hereto as <u>Exhibit A</u>, the “<u>Initial DIP Budget</u>”), setting forth all line-item and cumulative receipts and operating disbursements once every two weeks for the period beginning as of the week of the Closing Date through and including the 13th week after such week. The Initial DIP Budget shall be deemed the “<u>Approved DIP Budget</u>” for all purposes of the DIP Facility until superseded by any Updated DIP Budget (as defined below) that subsequently is consented to by the DIP Lender.</p> <p>On or before 5:00 p.m. New York City time on Thursday of every other week, the Borrower shall deliver (a) a supplement to the Initial DIP Budget (or the previously supplemented Approved DIP Budget, as the case may be), covering the subsequent 13-week period that commences with the week immediately following the date of delivery of the supplemental budget (and which, for the avoidance of doubt, cannot modify previous weeks), consistent with the form and level of detail set forth in the Initial DIP Budget and otherwise in form and substance reasonably acceptable to, and consented to by, the DIP Lender in its discretion (each such supplemental budget, an “<u>Updated DIP Budget</u>”), (b) an actual consolidated cash flow of the Borrower for the week preceding the first week of such Updated DIP Budget, showing line item variances between actual results and projected results (if applicable) for such week from the most recent Approved DIP Budget delivered pursuant to clause (a), in each case in a form acceptable to the DIP Lender which (I) shall be approved and certified by the chief financial officer of the Borrower, as being accurate in all material respects (or in the case of the projections, as being projections believed to be reasonable at the time furnished, prepared in good faith based on assumptions believed to be reasonable at the time furnished), and (II) shall (A) show, in the case of clause (a), projected cash receipts and projected cash disbursements, (B) include for such period, in the case of clauses (a) and (b), a summary of collections, disbursements, outstanding checks and interest payments, (C) in the case of clause (b), include a line item variance report setting forth (x) actual results against anticipated results under the Approved DIP Budget for the week in regard to which such accompanying cash flow forecast is being delivered, reported in the aggregate (highlighting key line items) as of the end of such period, (y) variances in dollar amounts and percentages, and (z) a written explanation for all line item variances of greater than 10% for the applicable week, and (D) such other</p> |

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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|                    | <p>information as the DIP Lender may reasonably request (such items described in this clause (b), the “<u>Variance Report</u>”).</p> <p>Upon (and subject to) the approval of any such Updated DIP Budget by the DIP Lender in its sole discretion, such Updated DIP Budget shall constitute the then-approved Approved DIP Budget. To the extent that a proposed Updated DIP Budget is not approved by the DIP Lender, the Initial DIP Budget or last approved Updated DIP Budget shall remain in full force and effect.</p> <p>As of the Friday after the second calendar week ending after the Interim DIP Order Entry Date and on each Friday thereafter (each a “<u>Testing Date</u>” and, as to the first three Testing Dates, the period between the Interim DIP Order Entry Date to the Testing Date and, as to subsequent Testing Dates, the four weeks prior to the Testing Date, a “<u>Testing Period</u>”), the Borrower shall not permit (i) the amount of receipts in any line item during such Testing Period to be less than 90% of the amount of receipts for such line item as set forth in the Approved DIP Budget for such Testing Period or (ii) the amount of disbursements (for the avoidance of doubt, excluding professional fees, which must be no more than 100% of the amount set forth in the Approved DIP Budget for such Testing Period) in any line item during such Testing Period to be greater than 110% of the amount of disbursements for such line item as set forth in the Approved DIP Budget for such Testing Period (the “<u>Budget Compliance Covenant</u>”).</p> <p>The Borrower shall (i) require its attorneys and advisors to have a weekly call with advisors and attorneys of the DIP Lender, at a time to be mutually agreed, (ii) require senior management (including Tariq Jawad) to have calls with the DIP Lender on Mondays of each week (and more frequently if an Event of Default has occurred and is continuing), (iii) upon the request of the DIP Lender, from time to time conduct DIP Lender presentations by senior management (including Tariq Jawad) regarding the business and affairs of the Borrower, and (iv) allow the DIP Lender to have direct access to senior management (including Tariq Jawad) from time to time in its discretion to discuss business and affairs of the Borrower.</p> |
| <u>Milestones:</u> | <p>Failure to satisfy any of the following milestones (each, a “<u>Milestone</u>”) by the date specified for such Milestone shall constitute an immediate event of default under the DIP Facility:</p> <p>(a) On or before April 30, 2024, entry of the Final DIP Order in a form acceptable to the DIP Lender;</p> <p>(b) On or before May 26, 2024 (the “<u>Plan Filing Date</u>”), filing of a plan in a form acceptable to the DIP Lender;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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|                               | <p>(c) Within 40 days of the Plan Filing Date, entry of a confirmation order, confirming a plan acceptable to the DIP Lender (the “<u>Confirmation Date</u>”);</p> <p>(d) Within 30 days of the Confirmation Date, substantial plan consummation and occurrence of the plan’s effective date.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <u>Security and Priority:</u> | As set forth in the Interim DIP Order. Promptly after request by DIP Lender, Borrower agrees to execute and deliver one or more security agreements in form and substance acceptable to DIP Lender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <u>Carve-Out:</u>             | <p>The “<u>Carve-Out</u>” means the sum of:</p> <p>(a) to the extent allowed by the Bankruptcy Court (regardless of whether the order allowing such fees is entered before or after the Carve-Out Notice is received) and in an aggregate amount on a line item basis not exceeding the budgeted amounts for such unpaid professional fees and disbursements as reflected in the Approved DIP Budget, (i) as of the date of delivery of the Carve-Out Notice (as defined below), all accrued and unpaid fees and expenses incurred by persons or firms retained by the Borrower pursuant to sections 327, 328 or 363 of the Bankruptcy Code (the “<u>Debtor’s Professionals</u>”) and the Subchapter V Trustee and (ii) after the delivery of a Carve-Out Notice, all unpaid fees and expenses incurred by the Debtor’s Professionals and the Subchapter V Trustee in an aggregate amount not to exceed \$50,000;</p> <p>(b) in the event of a conversion of the Bankruptcy Case to cases under chapter 7 of the Bankruptcy Code, allowed fees and expenses incurred by a trustee and any professional retained by such trustee, in an aggregate amount not to exceed \$20,000; <u>provided, however</u>, no portion of the Carve-Out shall be utilized for the payment of professional fees and disbursements incurred in connection with any challenge to (i) the amount, extent, priority, validity, perfection or enforcement of the indebtedness of the Borrower owing to the DIP Lender or any of its affiliates, or (ii) 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 DIP Lender or any of its affiliates with respect thereto.</p> <p>The Carve-Out and the DIP Loans may not be used to investigate or challenge the validity, perfection, priority, extent, or enforceability</p> |

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|                                  | <p>of the DIP Facility, or the liens or security interests securing the DIP Facility.</p> <p>Any funding of the Carve-Out shall constitute advances under the DIP Facility secured by the DIP Collateral and shall be otherwise entitled to the protections granted under the Interim DIP Order, the Final DIP Order, the Bankruptcy Code and applicable law. The Carve-Out shall not reduce the amounts payable to the DIP Lender under the DIP Facility. All amounts owed to Debtor's Professionals under the Carve-Out must be allowed by order of the Bankruptcy Court. Nothing herein shall be construed to impair the ability of any party to object to any of the fees, expenses, reimbursement or compensation described in clause (b).</p> <p>For purposes of the foregoing, "<u>Carve-Out Notice</u>" shall mean a written notice delivered by the DIP Lender to the Borrower and its counsel, the Office of the United States Trustee and the Subchapter V Trustee, which notice may be delivered following the occurrence and during the continuance of an Event of Default.</p>                                                                                                                     |
| <u>Releases and Stipulations</u> | <p>Subject to the right of other parties in interest with standing, the Borrower shall (i) acknowledge that no affirmative claims exist with respect to the DIP Lender, and each of its affiliates, advisors, investment managers, employees, officers, directors, agents, subagents, and representatives, in each case, with respect to any matters, and (ii) release and waive any such claims, including affirmative causes of action and objections to claims, with respect to the DIP Lender and each of its affiliates, advisors, investment managers, employees, officers, directors, agents, subagents, and representatives, in each case. The Final DIP Order shall also prohibit the assertion of claims under section 506(c) of the Bankruptcy Code against the DIP Lender and provide that the DIP Lender and its counsel, advisors and consultants shall be entitled to the benefit a "good faith" finding pursuant to section 364(e) of the Bankruptcy Code.</p> <p>Pursuant to section 363(k) of the Bankruptcy Code, the DIP Lender shall have the exclusive right to credit bid the DIP Obligations with respect to any bulk or piecemeal sale of all or any portion of the DIP Collateral.</p> |
| <u>Remedies:</u>                 | <p>Upon the occurrence of an Event of Default and subject to the opportunity for the Debtor or the Subchapter V Trustee to seek an expedited hearing before the Bankruptcy Court (the "<u>Emergency Hearing</u>"), the DIP Lender shall all remedies available to it under applicable law and the DIP Orders, including, without limitation: (i) delivering a notice of an Event of Default; (ii) charging the default</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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|                               | <p>rate of interest on the DIP Facility and other outstanding obligations; (iii) terminating the Commitment under the DIP Facility; and (iv) exercising, upon five (5) business days' prior written notice to the Borrower, their rights to realize on any or all DIP Collateral without the necessity of obtaining any further relief or order from the Bankruptcy Court. Upon five (5) business days' written notice from the DIP Lender, in its sole and absolute discretion, following an Event of Default but subject to the Emergency Hearing, the automatic stay of section 362 of the Bankruptcy Code shall be terminated without further order of the Bankruptcy Court, without the need for filing any motion for relief from the automatic stay or any other pleading, for the limited purpose of permitting the DIP Lender to do any of the following: (i) foreclose on the DIP Collateral; (ii) accelerate all loans and other outstanding obligations under the DIP Facility; and (iii) declare the principal of and accrued interest, premiums, fees and expenses constituting the obligations under the DIP Facility to be due and payable. Section 362 relief from the stay in favor of the DIP Lender shall be embodied in any order approving the DIP Facility and the use of cash collateral.</p> <p>The Bankruptcy Court shall retain exclusive jurisdiction with respect to all matters relating to the exercise of rights and remedies under the DIP Documents, the Interim DIP Order, the Final DIP Order and with respect to the DIP Collateral.</p> |
| <u>Mandatory Prepayments:</u> | <p>The Borrower shall promptly, and in any event, within one business day, prepay the DIP Obligations in an amount equal to (a) 100% of net insurance and condemnation proceeds, (b) 100% of net cash proceeds from the issuance of post-petition indebtedness not permitted hereunder and (c) 100% of the net cash proceeds of any sale of all or any material portion of the Debtor's assets (without any reinvestment rights or de minimis dollar carveouts). At the election of the DIP Lender in its sole discretion, all or a portion of such mandatory prepayments may be declined and available to the Borrower to be used in accordance with the Approved DIP Budget.</p> <p>Subject to the Carve-Out, all optional prepayments and mandatory prepayments (within one business day of receipt thereof) shall be applied as follows: first, to pay accrued and unpaid interest on, and expenses in respect of, the obligations under the DIP Facility, to the extent then due and payable; and second, to repay any principal amounts or other obligations which have been advanced and are outstanding under the DIP Facility.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <u>Optional Prepayments:</u>  | <p>The Borrower may, upon at least one business days' notice, prepay in full or in part, the DIP Facility, without premium or penalty. Once repaid, DIP Loans may not be re-borrowed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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| <p><u>Additional Affirmative Covenants:</u></p> | <p>Until the indefeasible payment in full of all DIP Obligations and termination of the Commitment, the Borrower covenants and agrees with the DIP Lender that it shall:</p> <ul style="list-style-type: none"> <li>(a) provide to DIP Lender (including its agents) advance copies of all pleadings and/or filings in the Bankruptcy Case to be made by the Debtor prior to filing;</li> <li>(b) maintain its existence and qualifications to do business in its jurisdiction of incorporation and all other jurisdictions where qualification is required;</li> <li>(c) maintain all authorizations, licenses, certifications, and approvals necessary or desirable to conduct its business as presently conducted and in accordance with all applicable law;</li> <li>(d) maintain the perfection and priority of liens securing the DIP Facility and the effectiveness of the DIP Orders;</li> <li>(e) delivery to DIP Lender of the Approved DIP Budget and variance reports as and when required herein;</li> <li>(f) deliver to DIP Lender monthly financial statements within 15 days after the last day of each month;</li> <li>(g) deliver to DIP Lender such other information reasonably requested by the DIP Lender from time to time (including information required to be delivered pursuant to the Bankruptcy Case and such other reporting as set forth herein);</li> <li>(h) except to the extent consented in writing by DIP Lender, maintain its properties in the ordinary course of business;</li> <li>(i) provide the DIP Lender with prompt (and in any event within two business days) notice of any (A) default, (B) litigation, and (C) any other material event;</li> <li>(j) pay all taxes as and when due;</li> <li>(k) comply with all laws;</li> <li>(l) maintain its books and records in the ordinary course of business;</li> </ul> |
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|                                                  | <p>(m) maintain insurance with reputable insurance companies in form and substance satisfactory to DIP Lender;</p> <p>(n) cause the DIP Lender to be named as additional insureds and lender's loss payee on all insurance policies pursuant to certificates and endorsements in form and substance satisfactory to DIP Lender; and</p> <p>(o) comply with the Budget Compliance Covenant.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <u>Additional Negative Covenants:</u>            | <p>Until the indefeasible payment in full of all DIP Obligations and termination of the Commitment, the Borrower covenants and agrees with the DIP Lender that it shall not, without the prior written consent of the DIP Lender:</p> <p>(a) assume or reject any leases or executory contracts;</p> <p>(b) use any cash or the proceeds of any DIP Loans in a manner or for a purpose other than in accordance with the DIP Facility and Approved DIP Budget;</p> <p>(c) incur or permit to exist any indebtedness (other than trade debt in the ordinary course of business);</p> <p>(d) grant or permit to exist any liens on any of its assets other than liens in favor of the DIP Lender and statutory liens for taxes arising as a matter of law;</p> <p>(e) declare or make any dividend or distribution;</p> <p>(f) prepay any indebtedness except as expressly set forth herein;</p> <p>(g) make any payment on account of any prepetition indebtedness of the Borrower;</p> <p>(h) make any investment or loan to any other person; or</p> <p>(i) sell or dispose of any assets other than inventory in the ordinary course of business.</p> |
| <u>Conditions Precedent to the DIP Facility:</u> | <p>The following shall be conditions precedent to the effectiveness of the DIP Facility (the date of satisfaction of such conditions together with the conditions precedent to borrowing set forth below, the "<u>Closing Date</u>"): </p> <p>(a) The entry by the Bankruptcy Court of the interim order of approving the DIP Facility ("<u>Interim DIP Order</u>"), which shall be in form and substance satisfactory to DIP Lender,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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|                                                       | <p>on or before March 20, 2024 (the date on which such Interim DIP Order is entered, the “<u>Interim DIP Order Entry Date</u>”).</p> <p>(b) All premiums, fees and documented out of pocket fees and expenses (including reasonable and documented fees and expenses of counsel and financial advisors) required to be paid to the DIP Lender on or before the Closing Date for which invoices have been presented shall have been paid.</p> <p>(c) The DIP Lender shall have a valid and perfected lien on and security interest in the DIP Collateral with the priority described herein.</p> <p>(d) No default or Event of Default shall exist under the DIP Documents.</p> <p>(e) The representations and warranties of the Borrower under the DIP Documents shall be true and correct in all material respects after giving effect to such funding.</p> <p>(f) The Borrower shall have established a cash management system (including delivery of deposit account control agreements, in form and substance satisfactory to the DIP Lender, with respect to each of the Borrower’s deposit accounts and securities accounts) for the Bankruptcy Case satisfactory to the DIP Lender.</p> <p>(g) The DIP Lender shall have received a certificate from the Borrower’s insurance broker or other evidence satisfactory to it that all insurance required to be maintained pursuant to the DIP Documents is in full force and effect and that the DIP Lender has been named as additional insured and/or lenders loss payee thereunder to the extent required under the DIP Documents.</p> |
| <p><u>Conditions Precedent to Each Borrowing:</u></p> | <p>The following conditions precedent shall have been satisfied with respect to each borrowing under the DIP Facility:</p> <p>(a) No default or Event of Default shall exist under the DIP Documents or would occur as a result of such borrowing.</p> <p>(b) The making of a DIP Loan shall not violate any requirement of law and shall not be enjoined, temporarily, preliminarily or permanently.</p> <p>(c) The DIP Lender shall have received a borrowing request no later than 11:00 a.m. (Eastern time) on the date which is three business days prior to the requested date of funding, in</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

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|                           | <p>form and substance satisfactory to DIP Lender, setting for the proposed date and amount of such borrowing along with instructions for the funding of such amount to Borrower's deposit account.</p> <p>(d) The Borrower shall have demonstrated to the DIP Lender (i) pro forma compliance with the Approved DIP Budget after giving effect to such borrowing and (ii) that average weekly sales volume, for the two-week period ending immediately before such borrowing, shall have averaged at least \$100,000.</p> <p>(e) The DIP Orders shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any manner adverse in any respect to the DIP Lender without the consent of the DIP Lender.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <u>Events of Default:</u> | <p>Unless waived by the DIP Lender, breach of any of the following shall be an "Event of Default" under the DIP Facility:</p> <p>(a) failure of the Borrower to make any payment of principal, interest, fees, or other amounts as and when due;</p> <p>(b) any representation or warranty of the Borrower that was materially incorrect when made;</p> <p>(c) failure of the Borrower to observe or perform any covenants, condition, or agreement hereunder or any other DIP Document;</p> <p>(d) failure of the Borrower to satisfy or stay execution of judgments above \$10,000;</p> <p>(e) default by the Borrower in other agreements relating to postpetition indebtedness;</p> <p>(f) any material provision of the DIP Facility or any DIP Document shall cease to be in full force and effect, or cease to create a valid and perfected lien;</p> <p>(g) any change in ownership or control of the Borrower;</p> <p>(h) dismissal of the Bankruptcy Case or conversion of the Bankruptcy Case into a case under chapter 7 of the Bankruptcy Code;</p> <p>(i) granting of relief from any stay of proceeding (including the automatic stay) so as to allow a third-party to proceed</p> |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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|  | <p>against any material asset of the Borrower, except as the DIP Lender may reasonably approve;</p> <p>(j) entry of an order granting any superpriority claim which is senior to or pari passu with the DIP Lender's claims under the DIP Facility without the prior consent of the DIP Lender or as otherwise provided in the DIP Orders;</p> <p>(k) entry of an order staying, reversing, vacating or otherwise modifying, without the prior written consent of the DIP Lender, the DIP Facility, the Interim DIP Order or the Final DIP Order, and such order is not stayed or reversed within two business days after entry thereof;</p> <p>(l) Payment of, or granting adequate protection with respect to, prepetition debt (other than as contemplated by the DIP Orders) in a manner that requires cash expenditures in excess of \$10,000 either (i) not contemplated by the Approved DIP Budget or (ii) would have a material adverse effect on the DIP Collateral (as reasonably determined by the DIP Lender), in each case, unless otherwise agreed by the DIP Lender;</p> <p>(m) cessation of liens or superpriority claims granted with respect to the DIP Collateral to be valid, perfected and enforceable in all respects with the priority described herein;</p> <p>(n) failure to satisfy any Milestone;</p> <p>(o) (i) the removal or attempted removal by the Borrower, or replacement or attempted replacement by the Borrower of the chief financial officer as an officer of the Borrower, (ii) the dissolution or attempted dissolution of the position of the chief financial officer as an officer of the Borrower, or the change or derogation or attempted change or derogation of the duties thereof, or (iii) the hindering or other circumvention or attempted hindering or other circumvention of the duties of the chief financial officer;</p> <p>(p) The Subchapter V Trustee being granted enlarged powers relating to the operation of the business of the Borrower;</p> <p>(q) obtaining additional financing or granting liens not permitted under the DIP Facility (unless the DIP Facility is indefeasibly paid in full in cash) or using cash collateral without the consent of DIP Lender or seeking to reduce, set-</p> |
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|                                                             | <p>off or subordinate DIP Obligations or related liens;</p> <p>(r) the entry of an order granting automatic stay relief to a third party allowing them to foreclose on any asset worth more than \$10,000; and</p> <p>(s) the Borrower becomes adverse in any lawsuit to the DIP Lender.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <u>Expense Reimbursement:</u>                               | Borrower shall be obligated to pay all reasonable and documented out-of-pocket costs and expenses of the DIP Lender, including all reasonable and documented counsel to the DIP Lender in connection with (i) the discussion, negotiation, preparation, execution and delivery of any documents in connection with the DIP Facility and the funding of all DIP Loans, the administration of the DIP Facility and any amendment, modification or waiver of any provision of the DIP Facility, (ii) the interpretation, enforcement or protection of any of its rights and remedies under the DIP Facility or (iii) the Bankruptcy Case. Such reimbursement to be made in the manner and in accordance with the procedures set forth in the DIP Orders. |
| <u>Indemnification</u>                                      | Borrower shall indemnify the DIP Lender and its affiliates and their respective advisors, investment managers, employees, officers, directors, attorneys, consultants, agents, subagents, and representatives in relation to the DIP Facility and the DIP Orders, except to the extent arising solely out of fraud or willful misconduct of DIP Lender.                                                                                                                                                                                                                                                                                                                                                                                               |
| <u>Governing Law;</u><br><u>Submission to Jurisdiction:</u> | This DIP Facility will be governed by the Bankruptcy Code, and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws. Any suit, claim, or other action to enforce the terms of the DIP Documents shall be brought exclusively in the Bankruptcy Court.                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <u>Assignments; Participations</u>                          | DIP Lender shall be permitted to assign or sell participations in its rights and obligations under the DIP Facility, or any part thereof, to any person or entity without the consent of Borrower.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <u>Entire Agreement and Amendments:</u>                     | The DIP Facility described in this Term Sheet, the DIP Orders, and any other DIP Documents, constitutes the entire agreement between the parties with respect to the subject matter hereof. To the extent there is any inconsistency between the terms of this Term Sheet and the terms of either the Interim DIP Order or the Final DIP Order, the terms of the Interim DIP Order and the Final DIP Order, as applicable, shall govern.                                                                                                                                                                                                                                                                                                              |

[Signature Pages to Follow]

IN WITNESS HEREOF, the parties hereto have caused this Term Sheet to be executed as of the date set forth above.

**SMALLHOLD, INC.**, as Borrower

By:   
Tariq Jawad (Mar 14, 2024 10:08 EDT)  
Name: Tariq Jawad  
Title: Treasurer

**MONOMYTH SPONSOR GROUP, LLC,**  
as DIP Lender

By:   
Name: James Dunn  
Title: CEO

**Exhibit 2**

## New Plan

|                                             | Mar 18  | Mar 25  | Apr 01  | Apr 08  | Apr 15   | Apr 22   | Apr 29   | May 06   | May 13   | May 20   | May 27   | Jun 03   | Jun 10   |
|---------------------------------------------|---------|---------|---------|---------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Cash balance                                | 188,000 | 415,617 | 284,430 | 178,896 | 127,952  | 170,633  | 190,324  | 200,602  | 61,691   | 54,285   | 145,831  | 250,675  | 226,520  |
| Growth and Seasonality                      |         |         |         |         |          |          |          |          |          |          |          |          |          |
| Revenue discount                            |         |         | 65%     | 65%     | 65%      | 45%      | 35%      | 35%      | 0%       | 0%       | 0%       |          |          |
| Fresh mushroom discount                     |         |         |         |         |          |          |          |          | 15%      | 15%      | 15%      | 15%      | 15%      |
| Packing labor discount                      |         |         |         |         |          |          |          | 15%      | 15%      | 25%      | 25%      | 25%      | 25%      |
| Shipping discount                           |         |         |         |         |          |          |          | 20%      | 20%      | 25%      | 25%      | 25%      | 25%      |
| Outstanding AR                              | 60,000  | 60,000  | 60,000  | 60,000  |          |          |          |          |          |          |          |          |          |
| East Coast                                  | 98,729  | 34,500  | 45,500  | 14,500  | 14,500   | 32,087   | 33,321   | 34,555   | 64,174   | 98,729   | 98,729   | 98,729   | 98,729   |
| West Coast                                  | 125,885 |         | 22,030  | 33,045  | 44,060   | 69,237   | 81,825   | 81,825   | 125,885  | 125,885  | 125,885  | 125,885  | 125,885  |
| CPG                                         |         |         |         |         |          |          |          |          |          |          |          |          |          |
| Revenue                                     | 34,500  | 45,500  | 36,530  | 47,545  | 76,147   | 102,558  | 116,381  | 145,999  | 224,614  | 224,614  | 224,614  | 224,614  | 224,614  |
| COGS                                        |         |         |         |         |          |          |          |          |          |          |          |          |          |
| East Coast (fresh mushrooms)                | 62%     | 24,150  | 31,850  | 10,150  | 10,150   | 19,894   | 20,659   | 21,424   | 39,788   | 61,212   | 52,030   | 52,030   | 52,030   |
| West Coast (fresh mushrooms)                | 65%     |         |         | 14,319  | 21,479   | 28,639   | 45,004   | 53,187   | 53,187   | 81,825   | 69,552   | 69,552   | 69,552   |
| Packing labor                               | 12%     | 5,175   | 6,825   | 2,175   | 5,705    | 9,138    | 12,307   | 13,966   | 14,892   | 22,911   | 20,215   | 20,215   | 20,215   |
| Packaging                                   | 12%     | 4,140   | 5,460   | 4,384   | 5,705    | 9,138    | 12,307   | 13,966   | 17,520   | 26,954   | 26,954   | 26,954   | 26,954   |
| Inbound - Farm                              |         | 4,000   | 4,000   | 4,000   | 4,000    | 4,000    | 4,000    | 4,000    | 4,000    | 4,000    | 4,000    | 4,000    | 4,000    |
| Outbound shipping                           | 11%     | 2,300   | 2,300   | 4,018   | 5,230    | 8,376    | 11,281   | 12,802   | 12,848   | 19,766   | 18,531   | 18,531   | 18,531   |
| Total COGS                                  | 39,765  | 50,435  | 39,046  | 52,270  | 79,184   | 105,558  | 119,344  | 142,234  | 216,668  | 191,282  | 191,282  | 191,282  | 191,282  |
| Gross Profit (not including outstanding AR) | -5,265  | -4,935  | -2,516  | -4,725  | -3,037   | -3,000   | -2,963   | 3,765    | 7,946    | 33,333   | 33,333   | 33,333   | 33,333   |
| Gross Margin                                | -15%    | -11%    | -7%     | -10%    | -4%      | -3%      | -3%      | 3%       | 4%       | 15%      | 15%      | 15%      | 15%      |
| Corporate                                   |         |         |         |         |          |          |          |          |          |          |          |          |          |
| HQ                                          |         | 68,440  |         | 30,798  |          | 30,798   |          | 30,798   |          | 30,798   |          |          | 30,798   |
| Farm Salaries                               |         | 12,980  |         |         |          |          |          |          |          |          |          |          |          |
| Hourly                                      | 2,832   | 2,832   | 2,832   |         |          |          |          |          |          |          |          |          |          |
| Bookkeeper                                  |         | 1,500   |         |         |          |          |          | 1,500    |          |          |          | 1,500    |          |
| Insurance                                   |         |         | 8,000   |         |          |          |          | 5,000    |          |          |          |          | 5,000    |
| NetSuite                                    |         |         |         |         | 8,000    |          |          |          |          |          |          |          |          |
| NSPB                                        |         |         |         | 7,500   |          |          |          |          |          |          |          |          |          |
| General Software                            |         |         |         |         | 4,000    |          |          |          | 4,000    |          |          |          | 4,000    |
| Kauffman (tax filing)                       |         |         |         |         | 1,000    |          |          |          |          |          |          |          |          |
| Sales and Marketing                         |         |         |         |         |          |          |          |          |          |          |          |          |          |
| Travel                                      |         |         |         |         |          |          |          |          |          |          |          |          |          |
| Total Corporate                             | 2,832   | 85,752  | 10,832  | 38,298  | 13,000   | 30,798   | 0        | 37,298   | 4,000    | 30,798   | 0        | 1,500    | 39,798   |
| Other                                       |         |         |         |         |          |          |          |          |          |          |          |          |          |
| Pre-Petition Debt                           |         |         |         |         |          |          |          |          |          |          |          |          |          |
| PTO                                         |         |         |         |         |          |          |          |          |          |          |          |          |          |
| Pashman (bankruptcy)                        |         |         | 100,000 |         |          |          |          | 125,000  |          |          |          | 110,000  |          |
| Epiq                                        | 25,000  |         |         |         | 32,500   |          |          | 25,000   |          |          |          | 35,000   |          |
| Gustavo                                     |         | 15,000  |         |         |          |          |          |          |          |          |          |          |          |
| SubChapter V                                |         | 5,500   |         |         |          |          | 5,500    |          |          |          | 2,500    |          | 2,500    |
| Tariq                                       |         | 15,000  |         |         |          |          | 15,000   |          |          |          | 15,000   |          |          |
| Total Advisors                              | 25,000  | 35,500  | 100,000 | 0       | 32,500   | 0        | 20,500   | 150,000  | 0        | 0        | 17,500   | 145,000  | 2,500    |
| EBITDA                                      | 24,603  | -68,487 | -57,367 | 11,747  | -56,914  | -45,080  | -36,265  | -196,381 | -15,820  | -15,996  | -2,698   | -131,698 | -27,496  |
| Cash injection                              | 900,000 | 250,000 |         |         | 200,000  | 200,000  | 200,000  | 50,000   |          |          |          |          |          |
| Change in cash                              | 276,903 | -66,187 | -53,348 | 16,977  | 151,463  | 166,202  | 176,537  | -133,533 | 3,946    | 2,535    | 15,833   | -113,167 | -8,965   |
| Working Capital                             | -49,286 | -65,000 | -52,186 | -67,921 | -108,781 | -146,511 | -166,258 | -5,379   | -11,352  | 89,011   | 89,011   | 89,011   | 89,011   |
| Ending Balance                              | 415,617 | 284,430 | 178,896 | 127,952 | 170,633  | 190,324  | 200,602  | 61,691   | 54,285   | 145,831  | 250,675  | 226,520  | 306,566  |
| Assumptions                                 |         |         |         |         |          |          |          |          |          |          |          |          |          |
| Days Sales Outstanding                      | 10      | 10      | 10      | 10      | 10       | 10       | 10       | 10       | 10       | 10       | 10       | 10       | 10       |
| Accounts Payable                            |         |         |         |         |          |          |          | 10       | 10       | 15       | 15       | 15       | 15       |
| Change in Current Assets                    | -49,286 | -65,000 | -52,186 | -67,921 | -108,781 | -146,511 | -166,258 | -208,570 | -320,878 | -320,878 | -320,878 | -320,878 | -320,878 |
| Change in Current Liabilities               | 0       | 0       | 0       | 0       | 0        | 0        | 0        | 203,192  | 309,526  | 409,889  | 409,889  | 409,889  | 409,889  |
| Net working capital                         | -49,286 | -65,000 | -52,186 | -67,921 | -108,781 | -146,511 | -166,258 | -5,379   | -11,352  | 89,011   | 89,011   | 89,011   | 89,011   |