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

In re: PLENTY UNLIMITED TEXAS LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-90105 (CML) (Joint Administration Requested)

DECLARATION OF COLIN M. ADAMS IN SUPPORT
OF THE DEBTORS' CHAPTER 11 PETITIONS AND FIRST DAY MOTIONS

I, Colin M. Adams, hereby declare under penalty of perjury as follows:

1. I am the Chief Operations Officer ("COO") of CBMN Advisors LLC d/b/a Uzzi & Lall ("Uzzi & Lall"), the proposed financial advisor to Plenty Unlimited Texas LLC (together with its affiliated debtors and debtors in possession, the "Debtors," and collectively referred to as the "Company," or "Plenty"). Uzzi and Lall is an independent, boutique financial advisory firm specializing in helping our clients manage acute change, financial stress, and operational disruption. Uzzi & Lall's professionals have direct experience advising and managing companies across a broad range of industries and its partners have worked on some of the largest and most complex chapter 11 cases in U.S. history, including American Airlines, Lehman Brothers, Purdue Pharma, Sears, and World Com. Uzzi & Lall was retained by Plenty to assist with the evaluation of strategic alternatives, including preparation for a potential bankruptcy filing, in November, 2024.

[1] The Debtors in these chapter 11 cases, together with the last four digits of each of the Debtors' federal tax identification numbers, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1461 Commerce Drive, Laramie, WY 82070.

2. Prior to joining Uzzi & Lall, I was a partner at Ducera Partners. Before joining Ducera, I spent approximately six years as a Senior Managing Director at a leading financial advisory firm. Earlier in my career, I was a Managing Director at Morgan Stanley & Co., LLC in New York and London and was a partner in the restructuring practice of a leading global law firm. I have also held numerous independent director roles, serving on the boards of directors of companies across a wide range of industries. I received a J.D. with a Certificate in Business Law from the University of California, Los Angeles School of Law and graduated with an A.B. in Economics and History from Duke University.

3. Through the course of my work with the Company, I am familiar with the facts and circumstances set forth herein, which are based on my actual knowledge, as well as information and advice provided to me by the Company's management, professionals, attorneys, and advisors. In addition, the statements made herein are based, in whole or part, upon my review of public and non-public documents and my discussions with other members of Plenty's management team and advisors on whom I have relied. I am generally familiar with Plenty's business, financial condition, day-to-day operations, and the circumstances leading to the commencement of these chapter 11 cases (the "Chapter 11 Cases"). Except as otherwise noted, I have personal knowledge of the matters set forth in this declaration (this "Declaration") or have gained knowledge of such matters from others at Plenty, Uzzi & Lall, or Plenty's other professional advisors in the ordinary course of my responsibilities. I believe, to the best of my knowledge, that the facts and circumstances set forth herein are true and correct. References to bankruptcy, the chapter 11 process, and related legal matters are based on my understanding of such and reliance on the explanations provided by, and the advice of, Plenty's counsel. I am over the age of 18 and

authorized to submit this Declaration on behalf of each of the Debtors. If called upon to testify, I would testify competently to the facts set forth herein.

4. On the date hereof (the "Petition Date"), each of the Debtors commenced a voluntary case under chapter 11 of title 11 of the United States Code, as amended (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Court"). I am submitting this Declaration for the purpose of providing information in support of certain motions and other applications that the Debtors have filed with the Court, including the "first day motions" (collectively, the "First Day Pleadings").

INTRODUCTION

5. The Debtors are an innovative Agricultural Technology (AgTech) with a platform focused on indoor vertical farming. The Debtors have partnered with key retailers and merchandizing partners to offer their produce to a broad market. The Debtors' best-in-class technology has the potential to significantly outperform competitors in yield metrics, while producing ultra-premium offerings. The Debtors initially launched production of leafy greens at their farm in Compton, California, and are presently focused on their purpose built ultra-premium strawberry producing facility in Richmond, Virginia (the "Virginia Farm"). The Debtors also operate a research and development facility in Laramie, Wyoming (the "Wyoming R&D Facility").

6. While the Debtors are poised to transform indoor farming in a number of ways, they are not immune from larger market dynamics and the challenges indoor farming has faced generally. The Debtors have been fortunate to attract world class investors who have historically provided capital for the Debtors' cost intensive facility build and innovation activities. Unfortunately, in the last three years, the investment markets have constricted and the Debtors'

access to capital has been strained. During this time, the Debtors explored multiple paths to attract additional investment or seek other strategic alternatives.

7. At the same time and given the high-cost structure inherent in any infrastructure heavy business, the Debtors made the difficult decision to reduce their workforce, pause construction of additional growing spaces at the Virginia Farm, and cease operations at their Compton, California facility. In addition, due to the Debtors' inability to raise capital, certain costs related to the operations and build out of both facilities remain outstanding and various claims have been asserted against the Debtors by various vendors, including pursuant to applicable mechanic's and materialmen's lien statutes.

8. Facing the imminent possibility of a cessation of operations, the Debtors were able to secure additional financing from One Madison Group – Plenty II, LLC ("One Madison") and SVF II Pacific (DE) LLC (together with One Madison, the "Plan Sponsors"), who provided approximately \$8.675 million of financing to the Debtors to explore and prepare for a potential recapitalization or restructuring transaction.

9. During the weeks leading up to the Petition Date, the Debtors engaged in arm's-length and good faith negotiations with the Plan Sponsors to finalize the terms of a transaction. In addition, the Debtors engaged with certain of their Virginia Farm vendors in an effort to secure their support for the continued construction of the Virginia Farm while managing down the Debtors' outstanding liabilities. Following robust conversations with both the Plan Sponsors and these Virginia Farm vendors, the Debtors ultimately determined that a chapter 11 restructuring and recapitalization transaction anchored by: additional capital to be provided by the Plan Sponsors (who were, and presently are, the only source of additional capital available to the Debtors); and concessions and support from the Virginia Farm vendors, would provide the best potential

outcome for all stakeholders. To be clear, the alternative to these Chapter 11 Cases was, and continues to be, an immediate shut down of the Company and the Virginia Farm, to the detriment of all of Plenty's stakeholders.

10. Accordingly, the Debtors launched these Chapter 11 Cases to implement the terms of (a) the recapitalization transaction contemplated by the proposed chapter 11 plan, providing for a new capital infusion to support go forward operations at the Virginia Farm and Wyoming R&D Facility, or alternatively (b) the sale or disposition of some or all of the Debtors' assets or equity interests pursuant to §363 of the bankruptcy code (collectively, the "Restructuring Transactions"). As described in further detail below, while the Debtors intend to seek confirmation of their proposed chapter 11 plan, they have limited liquidity to support the projected costs of these Chapter 11 Cases. Accordingly, in the event the Debtors determine that an asset sale would better maximize value, including because sufficient support cannot be garnered for the proposed chapter 11 plan, the Debtors will instead seek approval of such sale instead, and so are dual tracking (i) a sale and marketing process for all or substantially of their assets, along with (ii) pursuit of confirmation of their proposed plan (the "Plan/Sale Process").

11. To support implementation of the Restructuring Transactions, launch the Plan/Sale Process and maintain their operations in the ordinary course (as described in the standard slate of operational First Day Motions), the Debtors have filed contemporaneously herewith (a) a request for approval (the "DIP Motion") of debtor-in-possession financing (the "DIP Facility") being provided by the Plan Sponsors (in such capacity, the "DIP Lenders"), (b) a motion to establish bidding procedures to govern a sale process under section 363 of the Bankruptcy Code (the "Bid Procedures Motion"), pursuant to which the Plan Sponsors will serve as a stalking horse bidder and the Debtors will seek higher or otherwise better bids for a sale or disposition of some or all of

the Debtors' assets or equity interests (the "Sale"), and (c) a motion to approve solicitation procedures (the "DS/Rights Offering Motion") with respect to the Debtors' proposed Chapter 11 plan (as may be amended, supplemented, or otherwise modified from time to time, the "Plan") and related disclosure statement (as may be amended, supplemented, or otherwise modified from time, the "Disclosure Statement"), which will provide for a recapitalization of the Debtors through an equity rights offering available to all holders of claims against the Debtors and holders of the Debtors' preferred equity.

12. Importantly, the Plan/Sale Process provides the prospect that the vast majority of the Debtors' employees will retain their jobs, that the Debtors' innovative R&D efforts will continue, and that the build-out of the Debtors' state of the art facility in Virginia will be completed. But the Debtors have limited funding to achieve these goals, and therefore intend to move quickly to build a consensus with their creditor constituents that would enable consummation of a Restructuring Transaction. As set forth more fully in the DIP Motion, the Debtors are subject to certain milestones in the DIP Credit Agreement that are designed to ensure the Chapter 11 Cases maximize value while providing an efficient path to confirmation of a plan of reorganization or approval of a value-maximizing sale. In particular, the Debtors' access to additional capital under the DIP Facility is subject to reaching agreements with a satisfactory number of vendors and contract counterparties with respect to resolution of outstanding obligations or disputes satisfactory to the DIP Lenders.

13. Accordingly, the Debtors intend to seek immediate conditional approval of the Disclosure Statement and confirmation of the Plan, or in the alternative approval of a Sale, within sixty (60) days of the Petition Date.

FIRST DAY PLEADINGS

14. Contemporaneously herewith the Debtors have filed a number of First Day Pleadings seeking orders granting various forms of relief intended to stabilize the Debtors' business operations and facilitate the efficient administration of these Chapter 11 Cases, including the following:

Administrative and Procedural Motions

a. "Joint Administration Motion": Debtors' Emergency Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief.

b. "Request for Emergency Consideration": Debtors' Request for Emergency Consideration of Certain "First Day" Motions.

c. "Notice of Designation as Complex Case": Notice of Designation as Complex Chapter 11 Bankruptcy Case.

d. "Claims Agent Retention Application": Emergency *Ex Parte* Application for Entry of an Order Authorizing the Employment and Retention of Stretto, Inc. as Claims, Noticing, and Solicitation Agent.

e. "Creditor Matrix Motion": Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) File a Consolidated (1) Creditor Matrix and (2) Top Thirty Creditors List, (B) Authorizing Redaction of Certain Personal Information, and (C) Approving Form and Manner Of Notifying Creditors of Commencement Of Chapter 11 Cases; and (II) Granting Related Relief.

Operational Motions

f. "Cash Management Motion": Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System and Maintain Existing Bank Accounts and (B) Continue to Perform Intercompany Transactions and (II) Granting Related Relief.

g. "NOL Motion": Debtors' Emergency Motion for Entry of an Order (I) Approving Notification and Hearing Procedures for Certain Transfers of, and Declarations of Worthlessness with Respect to, Equity Interests and for Certain Transfers of Claims Against Debtors and (II) Granting Related Relief.

h. "Insurance Motion": Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Continue Their Prepetition Insurance Coverage and Satisfy Prepetition Obligations Related Thereto and (B) Renew, Supplement, and Enter Into New Insurance Policies, and (II) Granting Related Relief.

i. "Wages Motion": Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, and Employee Benefits and (B) Continue the Postpetition Maintenance of Employee Benefit Programs, Policies, and Procedures in the Ordinary Course, and (II) Granting Related Relief.

j. "Taxes Motion" Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to Pay Certain Taxes and Fees and (II) Granting Related Relief.

k. "Utilities Motion": Debtors' Emergency Motion for Entry of an Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Additional Assurance Requests, and (IV) Granting Related Relief.

l. "DIP Motion": Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Debtors (A) To Obtain Postpetition Financing and (B) to Utilize Cash Collateral, (II) Granting Adequate Protection and (III) Scheduling Final Hearing.

Plan / Sale Process Motions

m. "Bar Date Motion": Debtors' Emergency Motion for Entry of an Order (I) Setting Bar Dates for Filing Proofs of Claim and Assertion of VA M&M Liens; (II) Approving Form and Manner for Filing Proofs of Claim and VA M&M Lien Notices; (III) Approving Notice of Bar Dates; and (IV) Granting Related Relief.

n. "DS/Rights Offering Motion": Debtors' Emergency Motion For Entry an Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing; (II) Conditionally Approving the Disclosure Statement, (III) Establishing a Plan and Disclosure Statement Objection Deadline and Related Procedures; (IV) Approving the Solicitation Procedures; (V) Approving the Combined Notice; (VI) Approving the Rights Offering Procedures and Related Materials; and (VI) Granting Related Relief.

o. "Bid Procedures Motion": Debtors' Emergency Motion for Entry of an Order (I)(A) Approving Bid Procedures and Authorizing Sale Transaction; (B) Approving the Selection of Stalking Horse Bidder and the Debtors' Entry into the Stalking Horse Agreement; (C) Scheduling Auction and Sale Hearing; (E) Approving Assumption and Assignment Procedures; and (III) Granting Related Relief.

15. I am familiar with the contents of each First Day Pleading (including the exhibits and other attachments thereto) and, to the best of my knowledge, after reasonable inquiry, believe the relief sought in each First Day Pleading: (a) will enable the Debtors to sustain operations during

these Chapter 11 Cases; (b) is critical to the Debtors' ability to maximize the value of their estates; and (c) serves the best interests of the Debtors' estates and creditors. Further, it is my belief that the relief sought in the First Day Pleadings is in each case narrowly tailored and necessary to achieve the goals identified above.

16. Several of the First Day Pleadings request authority to pay certain prepetition claims. I understand that Federal Rule of Bankruptcy Procedure 6003 provides, in relevant part, that the Court shall not consider motions to pay prepetition claims during the 21 days following the filing of a chapter 11 petition, "except to the extent relief is necessary to avoid immediate and irreparable harm." In light of this requirement, the Debtors have narrowly tailored their requests for immediate authority to pay certain prepetition claims to those circumstances where the failure to pay such claims would cause immediate and irreparable harm to the Debtors and their estates. Other relief will be deferred for consideration at a later hearing.

17. I have consulted with the Debtors' advisors regarding the relief requested in the First Day Pleadings. To the best of my knowledge and belief, the factual statements contained in each of the First Day Pleadings are true and accurate, and each such factual statement is incorporated herein by reference.

18. I believe that the relief requested in the First Day Pleadings is necessary, in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will allow the Debtors to operate with minimal disruption and maximize value preservation during the pendency of these Chapter 11 Cases. Further, I believe that the failure to grant the relief requested in any of the First Day Pleadings likely would result in immediate and irreparable harm to the Debtors, their businesses, and their estates.

19. Accordingly, for the reasons set forth herein and in each respective First Day Pleading, the Court should grant the relief requested in each of the First Day Pleadings.

A. Joint Administration Motion

20. Pursuant to the Joint Administration Motion, the Debtors seek joint administration of the Debtors' chapter 11 cases for procedural purposes only.

21. Given the Debtors' affiliation with one another, joint administration of the chapter 11 cases is warranted and would provide significant administrative convenience without harming the substantive rights of any party in interest. Joint administration would avoid the preparation, replication, service, and filing, as applicable, of duplicative notices, applications, and orders, thereby saving the Debtors considerable expense and resources. Furthermore, joint administration will relieve the Court of entering duplicative orders and maintaining duplicative files and dockets and will spare the U.S. Trustee the time and effort of reviewing duplicative pleadings and papers. I believe that joint administration would not adversely affect any creditors' rights because the Debtors' motion requests only the administrative consolidation of these cases for procedural purposes. It does not seek substantive consolidation of the Debtors estates.

22. I therefore believe that joint administration is warranted and that consolidating these Chapter 11 Cases will assist the Debtors in preserving the value of the estate by avoiding duplicative expenses.

B. Request for Emergency Consideration

23. Pursuant to the Request for Emergency Consideration, the Debtors request emergency consideration of the following motions: the Notice of Designation as Complex Case, Claims Agent Retention Application, Creditor Matrix Motion, Cash Management Motion, NOL

Motion, Insurance Motion, Wages Motion, Taxes Motion, Utilities Motion, DIP Motion, Bidding Procedures Motion, and Solicitation Procedures Motion (each as defined herein).

24. I believe that failure to approve the relief requested in these respective motions would cause immediate and irreparable harm to the Debtors, their ongoing operations and the Restructuring Transactions. Further, I believe that based on the complexity of these Chapter 11 Cases and the Debtors' urgent need to continue operations during these cases, emergency consideration of such motions is warranted.

C. Notice of Designation as Complex Case

25. Pursuant to the Notice of Designation as Complex case, the Debtors seek to have these Chapter 11 Cases designated as complex chapter 11 cases.

26. The proposed counsel for the Debtors believe that these Chapter 11 Cases qualify as complex chapter 11 cases because (a) the Debtors have total liabilities of more than $10 million, and (b) there are more than 50 parties in interest in this case. For these reasons, I believe that designation of these Chapter 11 Cases as complex chapter 11 cases is appropriate and will contribute to the efficient administration of these cases.

D. Claims Agent Retention Application

27. Pursuant to the Claims Agent Retention Application, the Debtors seek entry to appoint Stretto, Inc. ("Stretto") as the claims, noticing, and solicitation agent for the Debtors in these Chapter 11 Cases.

28. As more fully described in the Claims Agent Retention Application, Stretto will, among other tasks, (a) serve as the noticing agent to mail notices to creditors, equity security holders, and other parties in interest, (b) provide computerized claims, objection, solicitation, and balloting database services, and (c) provide expertise, consultation, and assistance in claim and

ballot processing and other administrative services with respect to these Chapter 11 Cases, pursuant to the terms and conditions set forth in their Engagement Letter (as defined in the Claims Agent Retention Application).

29. Stretto's rates are competitive and reasonable. Stretto has the expertise required in a complex chapter 11 case. Stretto has reviewed the potential parties in interest in these Chapter 11 Cases and believes that neither Stretto, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors, or other relevant parties.

30. The Debtors anticipate that there will be numerous parties to be noticed and that many of these parties will file claims. The appointment of Stretto as the claims and noticing agent will provide an effective and efficient means of providing that notice, as well as soliciting and tabulating votes on the proposed Plan, thereby relieving the Debtors of the administrative burden associated with all of these necessary tasks. In addition, by appointing Stretto as the claims and noticing agent in these Chapter 11 Cases, the distribution of notices will be expedited, and the Office of the Clerk of the Bankruptcy Court will be relieved of the administrative burden of noticing. Accordingly, I believe the Claims Agent Retention Application should be granted.

E. Creditor Matrix Motion

31. Pursuant to the Creditor Matrix Motion, the Debtors seek (a) authority to (i) file a consolidated creditor matrix, and (ii) file a consolidated list of 30 largest unsecured creditors in lieu of submitting separate mailing matrices and creditor lists for each Debtor, (b) authority to redact certain personal identifying information and sensitive business information from the documents filed with the Court in these Chapter 11 Cases, and (c) approval of the form and manner of notification to creditors of the commencement of these Chapter 11 Cases.

32. It is my understanding that Bankruptcy Rule 1007(a) requires each debtor to file a separate mailing matrix, each containing names and addresses of all creditors, including individuals, as well as a separate list of top unsecured creditors for each debtor. Because the preparation of separate lists of creditors for each Debtor would be expensive, time consuming, and administratively burdensome, the Debtors request authority to file one Consolidated Creditor Matrix for all Debtors. Further, because a significant number of creditors may be shared among the Debtors, the Debtors request authority to file the Consolidated Top 30 Creditors List for all Debtors, rather than file separate top 20 creditor lists for each Debtor. The Consolidated Top 30 Creditors List will help alleviate administrative burden, costs, and the possibility of duplicative service, as well as assist the efforts to communicate with these creditors.

33. I believe that it is prudent for the Debtors to redact the personally identifying information of individuals and other natural persons, including individuals who are employees or former employees, directors, officers, or individual equity holders of the Debtors, because such information could be used to perpetuate identity theft or create other risks to the individuals' safety and welfare. The Debtors propose to provide an unredacted version of the Creditor Matrix, the list of equity security holders, the schedules of assets and liabilities and the statement of financial affairs to the Court, the U.S. Trustee, and to any official committee of unsecured creditors appointed in these chapter 11 cases, which I believe is sufficient to satisfy the rules and requirements of the Bankruptcy Code.

34. The Creditor Matrix Motion also proposes that Stretto undertake all mailings directed by the Court or the U.S. Trustee as required by section 342 of the Bankruptcy Code and Bankruptcy Rules 2002(a) and (f), including the notice of commencement of these chapter 11 cases (the "Notice of Commencement"). The Debtors believe that coordinating the mailing of notice of

any bar date and the Notice of Commencement through a single source will reduce the opportunities for dissemination of conflicting or confusing information to parties in interest and thus should be undertaken by Stretto.

35. Accordingly, I believe the Creditor Matrix Motion should be granted.

F. Cash Management Motion

36. Pursuant to the Cash Management Motion, the Debtors request authority to (a) continue operating their Cash Management System (as defined below), (b) honor certain prepetition and postpetition obligations related to the cash management system, (c) maintain existing business forms in the ordinary course of business, and (c) continue performing intercompany transactions and funding consistent with historical practice.

37. The Debtors utilize a centralized and integrated system of bank accounts to facilitate the collection and disbursement of funds in the operation of their business (the "Cash Management System"). The Cash Management System enables transactions and transfers among the various bank accounts required to effect the Debtors' collections and disbursements. Further, the Cash Management System enables monitoring of collection and disbursement activity and facilitates the Debtors' reporting through the development of timely and accurate information. The Debtors' finance department maintains daily oversight of the Cash Management System, and implements cash management controls for receiving, processing, and releasing funds. Additionally, the Debtors' finance personnel regularly reconcile the Debtors' books and records to ensure that all transfers are properly accounted for.

38. As of the Petition Date, the Cash Management System includes a total of 10 bank accounts (collectively, the "Bank Accounts"). As further set forth in the Cash Management Motion, the Bank Accounts are maintained at Silicon Valley Bank, a division of First Citizens

Bank (referred to herein as "Silicon Valley Bank"), Morgan Stanley, Citibank, N.A., and Western Alliance Bank (collectively, the "Cash Management Banks"). The Debtors maintain a majority of their Bank Accounts and have the largest amount of funds on balance with Silicon Valley Bank.

39. The Debtors incur periodic service charges and other fees in connection with the maintenance of the Cash Management System (collectively, the "Bank Fees"). The Debtors pay the Cash Management Banks approximately $10,120 per month in aggregate Bank Fees, which are generally due and paid monthly. As of the Petition Date, the Debtors estimate that they owe the Cash Management Banks approximately $10,120 in unpaid Bank Fees, all of which will come due and payable within 21 days of the Petition Date. The Debtors seek authority to continue paying Bank Fees, including the prepetition Bank Fees, in the ordinary course on a postpetition basis, consistent with historical practices.

40. The Debtors use corporate credit cards issued by Silicon Valley Bank (collectively, the "Corporate Credit Cards"). As of the Petition Date, seven (7) employees hold Corporate Credit Cards, which they typically use to cover reimbursable expenses incurred in the ordinary course of business. The Debtors repay the amounts outstanding on the Corporate Credit Cards directly to the card issuer. Although only the Debtors are liable on the Corporate Credit Cards, such that the employees would not incur personal liability if balances went unpaid, the continued functionality of the Corporate Credit Cards is critical to avoid a costly disruption of the Debtors' ordinary business operations.

41. The Corporate Cards are an integral part of the Debtors' cash management and account functions. The ability of the Debtors to use the Corporate Cards on a go-forward basis is essential to the continued operation of the Debtors' business and to provide assurance to the relevant employees and vendors that they will be able to incur business expenses without having

to seek reimbursement from their own account or otherwise seek proper remittance. Accordingly, the Debtors' inability to maintain the Corporate Cards would result in unnecessary disruption to the Debtors' operations. As of the Petition Date, the Debtors estimate that they owe approximately $45,000 on account of the Corporate Credit Cards, and seek to pay any amounts that come due on account of the Corporate Credit Cards and to continue use of the Corporate Credit Cards in the ordinary course of business.

42. In the ordinary course of operating the Cash Management System, the Debtors maintain an intercompany accounting module within the Debtors' integrated accounting system that provides a method for tracking and allocating receivables and payables across the corporate enterprise (the "Intercompany System").

43. Through the Intercompany System, the Debtors maintain relationships with each other in the ordinary course of business that result in intercompany payables among the Debtors (the "Intercompany Transactions"). Specifically, Debtor Plenty Unlimited Inc. transfers funds (typically around once a month) from the Main Operating Account to its wholly-owned subsidiary P F2 VA LLC in order to support P F2 VA LLC's operations. The Debtors can ascertain, trace, and account for all Intercompany Transactions through their general ledger and enterprise resources planning system, and the Debtors will continue to do so on a postpetition basis.

44. In the past, Debtor Plenty Unlimited Inc., through the Main Operating Account, would transfer funds to Plenty Japan KK ("Plenty Japan"), a wholly-owned and dormant subsidiary of Plenty Unlimited Inc. which funds were used for certain operations of Plenty Japan. Like the other Debtor-to-Debtor Intercompany Transactions, the Debtors traced all funds provided to Plenty Japan through their general ledger.

45. The Debtors anticipate that postpetition Intercompany Transactions will continue at prepetition levels. Due to the adverse consequences that may arise if certain subsidiaries become severed from the Cash Management System, the Debtors seek authority to continue such transactions in the ordinary course of business and consistent with historical practice. With respect to Plenty Japan, the Debtors believe that it will no longer need any funding or any funding will be *de minimis*, as there are currently no active operations (and in the past have only had very limited operations) at that entity. Nevertheless, out of an abundance of caution, the Debtors request authority to continue limited Intercompany Transactions with Plenty Japan should the need arise after the Petition Date in the ordinary course of business.

46. The Intercompany Transactions are an essential component of the Debtors' operations, and they are crucial to the Debtors' ability to process payroll and payments to third-party vendors, provide enterprise-wide management and support services, and otherwise facilitate daily operations. The Debtors would be unduly burdened both financially and logistically if they were required to halt Intercompany Transactions or otherwise make material changes to the Intercompany System. If the Intercompany Transactions were to be discontinued, the Cash Management System and the Debtors' operations would be disrupted unnecessarily to the detriment of the Debtors' estates, their creditors, and other stakeholders.

47. Finally, as part of the Cash Management System, the Debtors use a variety of preprinted business forms (including checks, letterhead, correspondence forms, invoices, and other business forms) in the ordinary course of business (collectively, the "Business Forms"). The Debtors also maintain books and records to document their financial results and a wide array of operating information (collectively, the "Books and Records"). To avoid a significant disruption to their business operations and to minimize administrative expense to their estates, the Debtors

request authorization to continue using all of the Business Forms and Books and Records in a manner consistent with prepetition practice, without reference to the Debtors' status as chapter 11 debtors in possession.

48. I believe that the continuation of the Debtors' Cash Management System is essential to preserving the value of the Debtors' businesses. Maintaining the current Cash Management System will facilitate the Debtors transition into chapter 11 by minimizing delays in paying postpetition debts and eliminating administrative inefficiencies. Requiring the Debtors to adopt a new, segmented cash management system during these chapter 11 cases would be expensive, burdensome, and unnecessarily disruptive to the Debtors' operations. Importantly, the Cash Management System provides the Debtors with the ability to ensure that unauthorized payments will not be made on account of obligations incurred before the Petition Date. The Debtors have implemented internal control procedures that prohibit payments on account of prepetition debts without the prior approval of the Debtors' respective finance departments. I believe that any disruption of the Cash Management System would have a negative adverse effect on the Debtors' restructuring efforts. Indeed, requiring the Debtors to adopt a new, segmented cash management system would needlessly reduce the value of the Debtors' business enterprise. Accordingly, I believe the Cash Management Motion should be granted.

G. NOL Motion

49. Pursuant to the NOL Motion, the Debtors seek entry of an order (a) approving certain notification and hearing procedures related to certain exercises of Options with respect to, transfers of, and declarations of worthlessness with respect to, of Plenty Unlimited Inc.'s ("Plenty") existing common stock and preferred stock, or any Beneficial Ownership therein (any such record or Beneficial Ownership of common stock or preferred stock, the "Equity Interests"),

certain declarations of worthlessness with respect to the Equity Interests and certain exercises of options with respect to the Equity Interests; (b) directing that any purchase of, sale of transfer or declaration of worthlessness with respect to Equity Interests or exercise of options with respect to the Equity Interests in violation of the Procedures shall be null and void ab initio; and (c) granting related relief.

50. The Debtors estimate that as of December 31, 2024, they had approximately $662 million of U.S. federal NOLs (as of December 31, 2024), $605 million of state NOLs (as of December 31, 2023), and significant asset basis (together with certain other tax attributes, collectively, the "Tax Attributes"). Importantly, like their NOLs and other tax attributes, the Debtors' asset basis is a valuable attribute that may be limited by the application of Section 382 of the IRC. The Debtors believe that they have a "net unrealized built-in loss" because they estimate that the aggregate adjusted basis of all of their assets is greater than their fair market value, and, as described in more detail in the NOL Motion, Section 382 of the IRC limits a corporation's ability to utilize its asset basis for depreciation and other deductions after an "ownership change" if the corporation has a "net unrealized built-in loss" at the time of the "ownership change." Further, the Debtors estimate that they may generate additional Tax Attributes in the 2025 tax year.

51. The Tax Attributes are potentially of significant value to the Debtors and their estates because the Debtors may be able to carry forward certain Tax Attributes to offset future taxable income or directly offset U.S. federal income tax liabilities in future years. Such Tax Attributes may also be used by the Debtors to offset any taxable income or U.S. federal income tax liabilities generated by transactions consummated pursuant to the Plan. Accordingly, the value of the Tax Attributes will inure to the benefit of all of the Debtors' stakeholders.

52. Implementation of the procedures set forth in the NOL Motion is necessary and appropriate to enforce the automatic stay and, critically, to preserve the value of the Tax Attributes for the benefit of the Debtors' estates. Accordingly, I believe that the NOL Motion should be granted.

H. Insurance Motion

53. Pursuant to the Insurance Motion, the Debtors seek authority to (a) maintain their prepetition insurance policies and programs throughout the bankruptcy on an uninterrupted basis, (b) renew, amend, supplement, extend, or purchase insurance coverage (including through the Surety Bond Program) on a postpetition basis in the ordinary course, and (c) pay any premiums or deductibles related to the insurance policies as they come due.

54. The Debtors maintain approximately twenty-two (22) insurance policies (as may be amended, modified, or supplemented as described herein and, together with any insurance policies that the Debtors may purchase after the date hereof, the "Insurance Policies") administered by multiple third-party insurance carriers (collectively, the "Insurance Carriers"). The Insurance Policies provide coverage for, among other things, foreign and domestic general liability, property, and employee benefits liability; domestic automobile liability; domestic workers' compensation;[2] worldwide excess liability; worldwide umbrella liability; employment practices liability; cargo; cyber resultant cargo damage; special crime (kidnap and ransom); owners' interest general

[2] The Wages Motion seeks, among other things, authority to continue to (i) provide various benefits, including applicable insurance coverage, for employee health and welfare programs, and (ii) administer the Debtors' workers' compensation program and honor all obligations in connection therewith in the ordinary course of business.

liability; owners' interest excess liability; builder's risk; directors' and officers' liability; crime; fiduciary liability; cyber liability; and business travel accident liability.

55. The Debtors generally pay premiums with respect to the Insurance Policies annually, however, certain of the Debtors' Insurance Policies are paid in installments throughout the year. The Debtors intend to renew or replace certain expiring Insurance Policies, keeping the coverage consistent with their present coverage (as needed), but taking into consideration certain factors that may have affected the Debtors' business or the cost of the policies, such as, among other things, changes in the insurance marketplace. The Debtors estimate that, as of the Petition Date, $28,909 in premiums will become due and owing within 30 days after the Petition Date in connection with the Insurance Policies and request authority, but not direction, to pay this amount in the ordinary course on a post-petition basis.

56. With respect to most of the Insurance Policies, the Debtors obtain insurance brokerage services from Newfront Insurance Services, LLC and Woodruff Sawyer (the "Brokers"). The Brokers assist the Debtors in obtaining comprehensive insurance coverage for the Debtors' operations by aiding with the procurement and negotiation of the Insurance Policies and enabling the Debtors to obtain those policies on advantageous terms at competitive rates. As discussed, the Debtors estimate that they are current on payments owed on account of Insurance Policies, which is inclusive of any amounts owed to Brokers, but that $0 will become due and owing in first 30 days of case.

57. In the ordinary course of business, the Debtors may be required to provide surety bonds to certain governmental units or other public agencies to secure the work on certain public spaces (the "Surety Bond Program"). As of the Petition Date, the Debtors do not maintain any active surety bonds. However, the Debtors anticipate needing to fund and maintain a surety bond

for certain work in connection with their operations in Virginia. Specifically, a surety will be required by Chesterfield County, Virginia (the "County"). The Debtors anticipate having sufficient funds post-petition by virtue of their proposed debtor in possession financing to fund the surety bond and any related collateral account.

58. Continuation and renewal of the Insurance Policies and entry into new Insurance Policies is essential to preserving the value of the Debtors' businesses, properties, and assets. In many cases, the coverage provided by the Insurance Policies is also required by applicable regulations, laws, credit documents, customer contracts, and other arrangements that govern the Debtors' operations, as well as the Bankruptcy Code and the requirements of the U.S. Trustee.

59. Failing to provide, maintain, or back the Surety Bond Program will prevent the Debtors from, among other things, complying with County and state regulations which will in turn lead to high penalties and fines which can continue to accrue per diem if not rectified Accordingly, the Debtors seek authority to pay surety bond premiums as they come due, maintain and enter into letters of credit, acquire additional bonding capacity as needed in the ordinary course of business, and execute other agreements, as needed.

60. For all of the foregoing reasons, I believe that the Insurance Motion should be granted.

I. Wages Motion

61. Pursuant to the Wages Motion, the Debtors seek entry of an order (a) authorizing, but not directing, the Debtors to (i) pay prepetition wages, salaries, and employee benefits and (ii) to continue the post-petition maintenance of any employee benefit programs, policies, and

procedures in the ordinary course of business in accordance with the Debtors' prepetition practices; and (b) granting related relief.

62. The Debtors seek to eliminate any personal hardship to their workforce resulting from the Chapter 11 Cases and to minimize the disruption to the Debtors' operations. As of the Petition Date, certain of the Debtors' prepetition obligations to their workforce and other related third-party service providers (all such wages, benefits, withholdings and deductions, and other obligations described herein, collectively, the "Prepetition Employee Obligations") remain unpaid because, among other things, (a) the Debtors commenced these chapter 11 cases in the middle of a payroll period, (b) paper checks previously issued on account of employee-related obligations may not have been presented for payment or may not have cleared the banking system, (c) amounts related to prepetition services, while accrued in whole or in part, had not yet become due and payable by the Debtors, (d) amounts deducted or withheld from Employees' (as defined below) paychecks were not then due to be paid to the intended third-party recipient or bank account, including (i) payments on behalf of the employees in respect of the Employee Benefit Programs (as defined below) or amounts due to third parties in connection therewith, and (ii) income, garnishment, state disability, unemployment and other taxes for remittance to the appropriate federal, state or local taxing authorities.

63. The Debtors seek to pay Prepetition Employee Obligations and related accrued administrative fees, and to continue to meet their obligations under the Employee Benefit Programs (as defined below). The Debtors' Employees rely on the compensation and benefits they receive through the programs described in this Motion to pay their daily living expenses and support their families. Granting the relief requested will enable the Debtors to maintain morale, enhance the Debtors' ability to retain and attract their valuable workforce, and otherwise eliminate

any personal hardship as a result of these chapter 11 cases which, in turn, will maximize value for the benefit of all stakeholders, including the employees.

64. The Debtors estimate that the outstanding Prepetition Employee Obligations in the aggregate is approximately $482,522. Of such amount, approximately $428,977 is due and payable within thirty (30) days after the Petition Date. The Debtors seek authority, but not direction, to pay, remit, and/or honor the accrued and unpaid Prepetition Employee Obligations as set forth herein and continue obligations to their Employees and Independent Contractor as they come due and in the ordinary course of business on a postpetition basis.

65. As of the Petition Date, the Debtors employ approximately 66 active employees (the "Employees"). Of these Employees, approximately 12 are full-time hourly Employees (the "Hourly Employees") and the remaining are either full or part-time salaried Employees (the "Salaried Employees"). None of the Employees are represented by a union or employed pursuant to a collective bargaining agreement. As of the Petition Date, the Debtors have also retained two (2) independent contractors, and from time to time have engaged (and may seek to engage) additional independent contractors (the "Independent Contractors"). The Independent Contractors are also critical to the Debtors' operations and supports the efforts of the Employees.

66. In the ordinary course, the Debtors incur payroll obligations for base wages and salaries owed to Employees (the "Wage Obligations"). All Employees are paid on a bi-weekly basis, and Salaried Employees are paid for the two weeks immediately preceding the payroll. Hourly Employees are paid one week in arrears. The Debtors fund the Wage Obligations to the Payroll Processor (defined below) either one or two business days before Employees are paid.

67. The Debtors' most recent payroll was paid on March 14, 2025, in the amount of approximately $485,000 and includes funds for all base wages and salaries due to Salaried Workers

through March 15, 2025, and for Hourly Employees through March 8, 2025. The Debtors' next payroll will be paid on March 28, 2025.

68. As of the Petition Date, the Debtors estimate that they owe approximately $350,000 on account of accrued but unpaid Wage Obligations (the "Unpaid Wage Obligations"), for services rendered following the end of the most recent payroll cycle. The Debtors seek authorization, but not direction, to continue to satisfy amounts incurred on account of the Wage Obligations (including the Unpaid Wage Obligations) in the ordinary course of business on a post-petition basis. As of the Petition Date, the Debtors do not believe that the amount due and owing to any Employee on account of Wage Obligations together with any Prepetition Employee Obligations will exceed the statutory cap of $15,150 set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code, except where the excess is a result of accrued but unpaid PTO that is required to be paid under applicable nonbankruptcy law.

69. The Employees and the Independent Contractors work side by side with respect to many of the Debtors' business operations. The Independent Contractors are typically paid on a monthly basis, net of either 30 or 45 days from the date of the invoice for a given month. As of the Petition Date, there are no amounts outstanding on account of the Independent Contractors (the "Independent Contractor Obligations"), however, an invoice for a prepetition work performed by the Independent Contractors will become due and owing post-petition in the amount of $32,000. The Debtors estimate that of that, approximately $8,000 will be related to the pre-petition stub period. The Debtors request authority to pay such invoice in the ordinary course when it comes due. In addition, the Debtors request authority to employ additional Independent Contractors on

a post-petition basis, and honor any Independent Contractor Obligations, in the ordinary course and in accordance with historical practices, on a post-petition basis.

70. The Debtors use Paylocity (the "Payroll Processor") to provide services and administer payroll, which includes, among other things, calculating and processing gross-to-net payroll, issuing payroll payments to the appropriate funds transfer networks, generating pay statements, and coordinating the payment of any Deductions or other applicable withholdings, including withholding, remittance, reporting of payroll taxes (including the Employer Payroll Taxes (as defined below)) for the Employees.

71. The Debtors pay the Payroll Processor a flat fee of $250 per month, plus $25.31 per Employee each month for their services (the "Payroll Processing Fees"). The Payroll Processing Fees are debited by the Payroll Processors on the twenty-first of each month. The Debtors estimate that, as of the Petition Date, there are approximately $2,000 in accrued but unpaid obligations owed on account of the Payroll Processing Fees, all of which will come due in the first 30 days following the Petition Date. The Debtors seek authority to continue to honor their Payroll Processing Fees in the ordinary course of business when charged by the Payroll Processor.

72. Certain federal and state laws require that the Debtors withhold certain amounts from Employees' gross pay related to federal, state, and local income taxes for remittance to the appropriate federal, state, or local taxing authorities or as required by statute including for garnishments, child support, and Social Security and Medicare taxes (the "Withholding Obligations").

73. The Debtors also routinely deduct certain amounts from Employees' paychecks, including pre-tax and after-tax deductions payable pursuant to certain employee benefit plans discussed herein, such as an Employee's share of healthcare benefits and insurance premiums,

401(k) contributions, garnishments and miscellaneous deductions (collectively, the "Deductions," and together with the Withholding Obligations, the "Withholding and Deduction Obligations") and forward such amounts to various third-party recipients.

74. As of the Petition Date, the Debtors believe that they are current on any Withholding and Deduction Obligations and believe that no amounts have been deducted but not yet remitted to the appropriate third-party payees.

75. Any amounts held by the Debtors on account of the Withholding and Deduction Obligations generally are held in trust by the Debtors and are not property of their estates. As such, the Debtors do not need authorization to remit such payments to the appropriate third parties. Nonetheless, out of an abundance of caution, the Debtors request authorization to remit all outstanding prepetition amounts deducted on account of the Withholding and Deduction Obligations and to continue to deduct and remit the Withholding and Deduction Obligations on a post-petition basis in the ordinary course of business consistent with their prepetition practices.

76. The ongoing services of the Payroll Processor is imperative to the smooth functioning of the Debtors' operations and payroll processing. The Debtors remit all fees owed to the Payroll Processor on a bi-weekly basis when they fund payroll, which, as described above is typically one day before the Debtors pay their Employees.

77. In addition to the Withholding and Deduction Obligations described above, the Debtors are required by applicable statutes to match from their own funds Social Security taxes and pay, based on a percentage of gross payroll, additional amounts for federal and state unemployment and disability insurance (the "Employer Payroll Taxes"), to the appropriate taxing authorities. The Debtors fund the Employer Payroll Taxes when they remit their payroll to the Payroll Processor, who then remits the appropriate amounts on account of Employer Payroll Taxes

to the appropriate authorities. The Debtors believe as of the Petition Date there are no accrued but unpaid Employer Payroll Taxes have not been remitted to the appropriate governmental authorities. The Debtors seek authorization, but not direction, to remit the Employer Payroll Taxes as part of payroll to the Payroll Processor and to continue to honor and process the Employer Payroll Taxes on a post-petition basis in the ordinary course of business and consistent with past practices.

78. Certain ordinary course expenses that Employees incur in performing their job functions, including, but not limited to expenses related to travel, as set forth in the Debtors' Corporate Travel and Expense Policy (the "Reimbursable Expenses"), are reimbursable by the Debtors. Generally, an Employee requesting reimbursement for a Reimbursable Expenses Obligation must submit a formal request to the Debtors' finance team. All claimed Reimbursable Expenses Obligations are subject to a review and approval process.

79. As of the Petition Date, the Debtors estimate that they owe approximately $0 on account of Reimbursable Expenses. The Debtors' inability to reimburse the Reimbursable Expenses could impose a hardship on Employees where such individuals incurred Reimbursable Expenses on the Debtors' behalf and with the understanding that such expenses would be reimbursed. Accordingly, out of an abundance of caution in the event that a Reimbursable Expense were to be presented, the Debtors seek authorization, but not direction, to continue to satisfy amounts incurred on account of the Reimbursable Expenses (including any prepetition amounts that may be outstanding) in the ordinary course of business on a post-petition basis. For the avoidance of doubt, the Debtors will not seek to pay any outstanding amounts incurred on account of the Reimbursable Expenses in advance of the date they become due.

80. The Debtors provide paid time off for observed and floating holidays, vacation, jury duty, discretionary paid time off, and other unspecified earned time off or time off necessary to comply with applicable law (collectively, the "PTO") to eligible Employees.

81. Salaried Employees are eligible for unlimited vacation time, subject to certain limitations determined by the Debtors, and are allocated six (6) paid sick days per year. Unlike PTO for Hourly Employees, PTO for Salaried Employees does not accrue to a bank of hours.

82. Hourly Employees are eligible to accrue PTO as a percentage of actual hours paid over an 80 hour pay period. The amount of PTO that Hourly Employees can accrue in a given year is based off of their length of employment with the Debtors and ranges between 10 to 25 days (or 80 to 200 hours) a year depending on tenure and is subject to maximum accruals per year depending on years of service. Therefore, Hourly Employees who have been employed for a longer amount of time accrue PTO at a faster rate and are eligible for higher maximum accruals depending on length of service. Hourly employees are allocated six (6) sick days per year, plus two (2) additional floating holidays in addition to the PTO accruals described herein. Accrued unused PTO in a given calendar year carries over to the following calendar year so long as it is under the max accrual rate for a given year. If an Hourly Employee's PTO reaches the maximum accrual, no more time will accrue until the Employee's balance is below the maximum. Unused PTO is not paid out upon separation, unless required by state law (*see e.g.* California exceptions described below).

83. With respect to Employees employed in California, such Employees accrue, and can carry over, 1.5 times the amounts of PTO accrued in one year. For example, if a non-California Hourly Employee is eligible (based on length of employment) to accrue 120 hours in one year, the equivalent California Hourly Employees is allowed to accrue up to 180 hours before such

Employee stops accruing PTO. Upon termination of California Hourly Employees for any reason, California Hourly Employees will be paid any accrued and unused PTO.

84. The Debtors believe that these forms of compensation are usual, customary, and necessary if the Debtors are to retain qualified employees to operate their business. The current value of accrued and unused PTO for Hourly Employees is approximately $10,000. In the event of termination of a California Employee, prepetition earned but unused PTO may become due and in accordance with applicable state law. Subject to the terms of the proposed order, the Debtors seek authorization, but not direction to pay any prepetition amounts due with respect to earned but unused PTO and to continue their PTO policies in the ordinary course of business on a post-petition basis.

85. Due to the nature of the Debtors' operations in Wyoming and Virginia (and previously California), and in the ordinary course of their business, the Debtors have historically compensated certain Employees who are required to relocate among the Debtors' facilities. For example, certain Employees from the Debtors' research and development facility in Wyoming are needed for assignments and operations at the farm in Virginia. In the ordinary course, and because of the Debtors' operational needs, the Debtors have historically offered certain additional benefits to certain Employees, which they will seek to continue honoring postpetition in the ordinary course. In addition, however, the Debtors may also provide certain additional compensation (the "Additional Compensation Program") to certain Employees, typically for secondment, to compensate them for the relocation and incentivize them to continue their work at the new location. The Debtors only offer the Additional Compensation Program to rank and file Employees. As of the Petition Date, the Debtors estimate that they owe approximately $18,000 on account of the Additional Compensation Program, all of which will become due in the 30 days after the Petition

Date. The Debtors request authority to honor amounts that come due on account of the Additional Compensation Program and continue the Additional Compensation Program in the ordinary course of the Debtors' business. For the avoidance of doubt, the Debtors are not seeking to compensate any insiders under the Additional Compensation Program.

86. In the ordinary course of business, the Debtors have historically maintained certain discretionary bonus plans for eligible Employees (the "Bonus Program").[3] Generally, the Bonus Program is designed to incentivize high achievement of the Debtors' performance and reward those Employees who contribute to the Debtors' annual growth and business strategy. Approximately twelve (12) Employees received bonuses in the 2024 calendar year. The Bonus Program is discretionary, and bonuses are awarded ad hoc, as determined by the Debtors' Board of Directors and in the sole discretion of the Debtors. The Debtors are not seeking to continue their Bonus Program on a post-petition basis and therefore are not seeking any relief related thereto.

87. Prior to the Petition Date, the Debtors additionally maintained a stock option program for the benefit of their full-time Employees (the "Stock Option Program"). All newly hired regular, full-time Employees were recommended to receive a grant of stock option (the "Options"), subject to approve by the Debtors' Board of Directors. Employees who were promoted have also been recommended for additional Option awards, subject to approval by the Board of Directors. Additional Options have been awarded on an ad hoc basis to recognize Employees' performance and to retain key talent. New-hire Options vest over four (4) years: 25% of the one-year anniversary, and then on a monthly basis thereafter. Promotion, refresh and other

[3] Prior to the Petition Date, the Debtors paid certain retention bonuses to Employees determined to be critical to the success of their strategic alternatives. As of the Petition Date, all Employees eligible to receive such retention bonuses have been paid in full; these retention payments are subject to claw back upon the occurrence of specified events.

post-new hire Option awards vest over four (4) years on a monthly basis. In September 2023, the Debtors offered "refresh" Options for full-time Employees with at least three (3) years of service, which vest monthly over four (4) years. The Options have all been issued to Employees as incentive stock options ("ISO"); however, if the Option award is in excess of the statutory maximums for ISO's, the balance of the Option is issued to the Employee as a non-qualified stock option ("NSO"). The Debtors are not seeking to continue the Stock Option Program on a post-petition basis and therefore do not seek any relief related thereto.

88. The Debtors offer health and welfare benefits to eligible Employees for medical, dental, and vision coverage, and certain other welfare benefits, including life, disability insurance, and other insurance benefits (collectively, the "Health and Welfare Coverage and Benefits"). Failure to continue to honor the Health and Welfare Coverage and Benefits could cause Employees to experience severe hardship and make it difficult for the Debtors to retain the Employees.

89. The Debtors assert that they are authorized to continue the Health and Welfare Coverage and Benefits in the ordinary course; however, out of an abundance of caution, the Debtors seek authorization, but not direction, to continue the Health and Welfare Coverage and Benefits on a post-petition basis in the ordinary course of business (including honoring any prepetition obligations that may be outstanding) and consistent with their prepetition practices.

90. The Debtors offer their Employees and Employees' dependents medical insurance benefits through Aetna and Kaiser Permanente (for California Employees only).

91. The Debtors contribute 80% toward payment of their Employees' premiums under the Medical Plan and 55% toward payment of premiums for Employees' dependents under the Medical Plan, with the remaining amounts deducted from participating Employees' paychecks.

Premiums in respect of the Medical Plans are paid monthly. As of the Petition Date, the Debtors estimate that they have accrued approximately $0 in the aggregate on account of the Medical Plans.

92. The Debtors provide eligible Employees dental insurance coverage through a plan administered by MetLife (the "Dental Plan") and vision insurance coverage through a plan administered by The Standard (the "Vision Plan").

93. The Debtors contribute 80% toward payment of their Employees' premiums under the Dental Plan and 55% toward payment of premiums for Employees' dependents under the Dental Plan, with the remaining amounts deducted from participating Employees' paychecks. Premiums in respect of the Dental Plan are paid monthly. As of the Petition Date, the Debtors estimate that accrued and outstanding prepetition obligations related to the Dental Plan are $0.

94. The Debtors likewise contribute 80% toward the payment of their Employees' premiums and 55% toward payment of premiums for Employees' dependents in connection with the Vision Plan, with the remaining amounts deducted from participating Employees' paychecks. Premiums in respect of the Vision Plan are paid monthly. The Debtors estimate that accrued and outstanding prepetition obligations in connection with the Vision Plans as of the Petition Date are $0.

95. Eligible Employees have the opportunity to contribute to a variety of spending accounts funded with pre-tax dollars: (i) a Health Savings Account (the "HSA"), or (ii) a Flexible Spending Account (the "Health Care FSA and together with the HSA, the "Flexible Spending Plans"). The Flexible Spending Programs are all administered through WEX Inc. ("WEX").

96. The HSA allows eligible Employees to make contributions to a personal, tax-free, interest-bearing savings account that can be used for healthcare expenses. The Debtors do not contribute any amounts to Employees' HSAs and therefore are not seeking to make any payments

with respect to the HSAs, but are seeking authority to continue to offer such benefits in the ordinary course of business.

97. The maximum annual contribution to the Health Care FSA for year ending 2024 was $3,200 and can be used by eligible Employees to pay for medical expenses, dental expenses, and vision expenses not otherwise covered by the Employee's health insurance. The maximum annual contribution to the Dependent Care FSA for year ending 2024 was $5,000 and can be used by eligible Employees to cover the costs of daycare for children or home care for disabled family members.

98. The Debtors deduct an average of approximately $3,000 from participating Employee's Wage Obligations on account of the Employee contributions to the Health Care FSA or Dependent Care FSA on a semi-monthly basis. Currently, approximately 24 Employees contribute to either the Health Care FSA or Dependent Care FSA. The Flexible Spending Plans are completely Employee-funded and therefore no amounts are owed by the Debtors as of the Petition Date.

99. Pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Debtors offer COBRA Plans for covered employees and their qualified beneficiaries (collectively, the "COBRA Participants") to extend their medical, vision and dental insurance coverage after the termination of their employment (the "COBRA Benefits" and such premiums thereunder, the "CORBA Premiums"). COBRA Participants are entitled by law to receive COBRA Benefits for up to 18 months, and in certain instances, up to 36 months, after termination of their employment.

100. In January and February of 2025, the Debtors initiated two separate reductions in force (the "RIFs"), impacting approximately 60 Employees (the "Former Employees"). In

connection with the RIFs, the Debtors offered the Former Employees a separation package in exchange for a release of liability for the Debtors. As part of such separation, the Debtors offered Former Employees one month of Debtor-funded COBRA Premiums. Beyond one month, the COBRA Participants are responsible for self-funding the COBRA Premiums if they elect to continue receiving COBRA Benefits. Former Employees terminated in January have until April 2, 2025, to elect to enroll for COBRA Benefits and Former Employees terminated in February have until April 30, 2025, to enroll. There are currently 42 Former Employees who accepted the separation package and are in the COBRA-election window. The Debtors estimate that approximately $45,607 could become due and owing on account of the COBRA Premiums (including administrative fees) should all 42 eligible Former Employees elect to enroll in COBRA Benefits offered through the separation agreements. The Debtors do not anticipate that all Former Employees will elect to enroll in COBRA Benefits; however, in their business judgement, the Debtors have determined to reserve up to $45,607 to honor the obligations to Former Employees should such elections occur. Therefore, the Debtors are requesting authority to pay up to $45,607 to satisfy COBRA Premiums promised to Former Employees who enroll in COBRA coverage during the election window.

101. With the exception of the Former Employees who were promised one month of Debtor-funded COBRA Premiums in connection with the RIFs, all other current and potential COBRA Participants are otherwise responsible for paying all premiums associated with the COBRA Benefits.[4] As noted above, after the one-month of Debtor-funded COBRA Premiums, the Former Employees will be responsible for self-funding the COBRA Premiums.

[4] From time to time the Debtors have offered, in connection with separation agreements, coverage of COBRA Premiums to other Former Employees. The Debtors have determined, in their business judgment, not to continue honoring any such amounts on a post-petition basis and therefore do not seek any relief with respect to such payments.

102. The Debtors administer the COBRA Benefits through WEX, who provides all required notifications, billing and collecting premiums from the COBRA Participants, coordinates enrollment information, and provides customer service and support for COBRA Participants.

103. Failure to comply with the requirements of COBRA can subject the Debtors to penalties of up to $110 per day per qualified beneficiary (with a minimum penalty of $15,000 for more than *de minimis* violations), actions by the Department of Labor, and civil lawsuits by former employees to recover their benefits. *See, e.g.*, 29 C.F.R. § 2575.502c-6. Accordingly, the Debtors seek authorization, but not direction, to (a) continue to offer the COBRA Benefits in the ordinary course to eligible individuals, including to full-time Employees that become eligible post-petition, if any, (b) continue honoring COBRA Premiums for Former Employees who elected coverage before the Petition Date; (c) honor COBRA Premiums to Former Employees who elect to enroll after the Petition Date, and (d) honor all related obligations post-petition in the ordinary course of business and consistent with their prepetition practices.

104. The Debtors provide or sponsor, as applicable, (a) basic life insurance, as well as accidental death and dismemberment insurance (the "<u>Basic Life and AD&D Insurance</u>") administered by The Standard for eligible Employees; (b) an option for eligible Employees to purchase supplemental life insurance (the "<u>Supplemental Life Insurance</u>"); and (c) short- and long-term disability insurance to all active Employees (fully paid by the Debtors), which is administered by The Standard ("<u>Disability Insurance</u>") (collectively, the "<u>Life, Disability, and AD&D Insurance Coverage</u>").

105. The Debtors' total monthly costs in connection with Disability Insurance coverage are approximately $10,000. As of the Petition Date, the Debtors believe that $0 is outstanding with respect to the Life, Disability, and AD&D Insurance Coverage. The Debtors request authority

to continue honoring their obligations under the Life, Disability, and AD&D Insurance Coverage post-petition in the ordinary course of business and consistent with their prepetition practices.

106. The Debtors additionally offer certain voluntary benefits, including: (a) Life Insurance and AD&D (for employee, spouse ad child coverages; (b) Hospital Indemnity; (c) Critical Illness; and (d) Accident Insurance (together, the "Voluntary Benefits"). The Voluntary Benefits are 100% Employee-funded through payroll deductions, depending on elections.

107. The Debtors provide or sponsor, as applicable, a variety of miscellaneous other benefits for eligible Employees including: (a) LegalShield, which provides Employees who enroll with the ability to talk to an attorney on any personal legal matter, provided by Shield at Work; (b) IDShield, which provides cyber security and social media protection including comprehensive restoration service by licensed experts Shield at Work; and (c) mental wellbeing benefits through Spring Health (the "Wellbeing Benefits"); (d) pet insurance through Spot; and (e) transit and parking benefits through WEX (together with the Voluntary Benefits, (a)-(e) are the "Other Benefits").

108. The cost of the Wellbeing Benefits is paid for with a wellness credit of up to $50,000 per year provided by Aetna. None of the 2025 wellness credit from Aetna in respect of the Wellbeing Benefits has been used as of the Petition Date. With respect to all of the Other Benefits described above, the Debtors' total monthly costs in connection therewith are included in their existing cost to provide the Health and Welfare Coverage and Benefits. As of the Petition Date, the Debtors estimate approximately $600 is outstanding with respect to the Other Benefits. The Debtors request authority to continue honoring their obligations under the Other Benefits post-petition in the ordinary course of business and consistent with their prepetition practices.

109. As of the Petition Date, the Debtors maintain a retirement savings plan for the benefit of their full-time Employees that satisfies the requirements of section 401(k) of the Internal Revenue Code (the "401(k) Plan"). Full-time Employees are eligible to participate in the 401(k) Plan immediately upon being hired and are automatically enrolled in the 401(k) plan at a 4% pre-tax contribution rate thirty (30) days after their hire date if they do not enroll prior to that time. The 401(k) Plan is administered by Fidelity Investments. The Debtors withhold pre-tax and post-tax (limited to 10%) salary deductions of eligible compensation up to the limits set forth in the Internal Revenue Code and remit the withholdings directly to Fidelity within two (2) business days of the Debtors' payroll date. The Debtors match 25% of the first 8% of pre-tax contributions to the 401(k) Plan. The Debtors ordinarily contribute approximately $18,000 per month of matching contributions under the 401(k) Plan. As of the Petition Date, the Debtors estimate that they owe approximately $270 to the Employees on accounts under the 401(k) Plan. The Debtors seek authority to continue to maintain the 401(k) Plan and honor their obligations in the ordinary course.

110. The Debtors provide workers' compensation insurance for their Employees to cover, among other things, workers' compensation and employer liability for accidents, death, or disease sustained by employees in the course of their employment (the "Workers' Compensation Program"). The Debtors maintain workers' compensation insurance for their workers with Travelers Property Casual Company of America ("Travelers") for all states other than Wyoming, which is managed directly with Wyoming's Unemployment Insurance System ("WYUI"). The annual premium owed to Travelers is $47,260, which is paid in installments throughout the year. The Debtors pay amounts associated with WYUI quarterly when they fund payroll as part of their Employer Payroll Taxes, which Paylocity then remits to WYUI. As of the Petition Date, the Debtors estimate that approximately $27,545 remains outstanding on account of premium

installments owed to Travelers, $4,000 of which will come due in the first thirty (30) days after the Petition Date. There are currently three (3) open workers' compensation claims with Travelers, but no claimants are currently receiving any workers' compensation payments. There are no open claims with WYUI.

111. Failure to maintain workers' compensation insurance could result in administrative or legal proceedings against the Debtors and their officers and directors and could cause Employee departures, either of which would disrupt the business. Accordingly, the Debtors respectfully request authority to pay all workers' compensation obligations, including any outstanding insurance premiums and any other amounts related to prepetition workers' compensation claims, as they become due in the ordinary course of the Debtors' businesses.

112. The Workers' Compensation Program is also subject to a regular audit that may result in an adjustment of the premium thereunder (the "Audit"). As such, to ensure that the Debtors are able to timely pay amounts that may be determined to be due and owing as a result of the Audit in the ordinary course of these chapter 11 cases, the Debtors request authority to pay any amounts that may become due and owing in respect of the Audit during these chapter 11 cases in the ordinary course and without the need for further court order.

113. The Debtors work with one or more firms[5] that handle human resources-related administrative functions, payroll processing, withholding, remittance, reporting of payroll taxes (including the Employer Payroll Taxes) for the Employees, processing Reimbursable Expenses,

[5] As described above, the Debtors utilized Paylocity as their Payroll Processor. The Debtors additionally utilize Deel, a Professional Employer Organization ("PEO") to assist with administering payroll and benefits for an Employee based out of Canada. Any accrued but unpaid service fees owed to the PEO as of the Petition Date are included in the amounts described herein as part of amounts owed to Employee Administration Service Providers.

and the administration of their benefits and retirement plans and programs including claims processing and tax reporting (collectively, the "Employee Administration Service Providers").

114. These relationships with the Employee Administration Service Providers allow the Debtors to realize substantial cost savings with respect to the administration of their employee payroll and benefits by not having to employ additional human resources personnel to administer payroll and benefit programs, and by allowing the Debtors to offer better and broader benefits to their Employees at significantly reduced rates relative to the costs of participating in those programs without third-party intermediaries like the Employee Administration Service Providers. The use of the Employee Administration Service Providers allows the Debtors' human resources personnel to manage the Debtors' workforce in an efficient and cost-effective manner and the inability to use the systems and services provided by the Employee Administration Service Providers would significantly impair the ability of such personnel to perform their normal duties.

115. As of the Petition Date, the Debtors estimate that they owe approximately $8,500 in the aggregate to the Employee Administration Service Providers, $8,500 of which will become due and owing during the first thirty (30) days after the Petition Date. The Debtors intend to continue to use the Employee Administration Service Providers during these chapter 11 cases and seek authorization, but not direction, to pay all outstanding prepetition amounts due to the Employee Administration Service Providers, to continue to make all payments in the ordinary course of business on a post-petition basis, and to continue their practice of evaluating and engaging or terminating Employee Administration Service Providers, as the case may be, in the ordinary course of business on a post-petition basis.

116. The Employees are vital to the Debtors' efforts to successfully operate as a debtor in possession during these chapter 11 cases. The Employees perform a variety of functions for the

Debtors' farming operations and are often highly specialized or technical workers that assist in the Debtors' research and development of their indoor farms along with their production. .In addition, the Debtors' workforce is made up of financial, administrative, legal and other administrative and managerial Employees who ensure the Debtors' business can operate on a day-to-day basis. Without the continued, uninterrupted services of the Employees, the ability of the Debtors to maintain and administer their estates will be materially impaired. For all of the foregoing reasons, I believe that the Wages Motion should be granted.

J. Taxes Motion

117. Pursuant to the Taxes Motion, the Debtors seek entry of an order (a) authorizing the Debtors to pay, in their sole discretion, undisputed pre-petition Taxes and Fees (as defined below) owed to state and local Taxing Authorities (as defined below); and (b) granting related relief.

118. In the ordinary course of their business, the Debtors are subject to a variety of sales, use, franchise, business-related taxes and charges, regulatory fees, assessments and related obligations (collectively, the "<u>Taxes and Fees</u>"). The Debtors pay the Taxes and Fees to various federal, state, and local taxing, regulatory, and governmental authorities (collectively, the "<u>Taxing Authorities</u>") through checks, credit cards, and electronic funds transfers that are processed through their banks. A schedule identifying the Taxing Authorities is attached as Exhibit A to the Taxes Motion. The Debtors pay the Taxes and Fees to the Taxing Authorities on a periodic basis—monthly, quarterly, or annually, as applicable, depending on their nature and incurrence. In certain instances, the Debtors negotiate with the Taxing Authorities to determine the amount of Taxes and Fees due and owing. Some of the Debtors' most significant Taxes and Fees include:

i. *Sales and Use Taxes*. In the ordinary course of their business, the Debtors incur certain use taxes when they purchase materials and services from a vendor that is not registered to collect sales taxes for the state where the property is delivered or the services are provided (the "Sales and Use Taxes"). In these circumstances, the Debtors, as purchasers, must self-assess and pay the Use Taxes, when due, to the appropriate Taxing Authorities. The Debtors occasionally incur and pay state use tax in connection with their operations. The Debtors receive various tax exemptions for certain Sales and Use eligible items. Many of the Sales and Use Taxes are considered by Taxing Authorities to be funds that are held in trust for the benefit of the Taxing Authorities. The Debtors believe they are current with respect to Sales and Use Taxes as of the Petition Date.

ii. *Franchise Taxes*. The Debtors are required to make payments to certain Taxing Authorities that collect franchise taxes and registration and other filing fees (collectively, the "Franchise Taxes") from the Debtors for the right to exist as a domestic corporation, for the privilege of doing business in a state as a foreign corporation or for the actual conduct of carrying on of business in the state. The Franchise Taxes are generally measured by gross receipts, capital stock or some other measure of value and are payable annually. The Debtors are current on their Franchise Taxes.

iii. *Property Taxes*. The Debtors are required to pay business personal property taxes in the ordinary course of operating their business (the "Property Taxes") in various states. The Debtors believe they are current on Property Taxes in jurisdictions in which they currently transact business.

iv. *Other Taxes and Fees*. The Debtors also pay a variety of taxes and fees required to operate their business in certain states, including certain licenses and fees, user utilities taxes, and annual report fees (collectively, the "Other Taxes and Fees"). The Debtors pay the Other Taxes and Fees to certain Taxing Authorities either quarterly or annually depending on their nature. The Debtors believe they are current on Other Taxes and Fees in jurisdictions in which they currently transact business.

v. *Audits*. From time to time, the Debtors are subject to audits on account of tax returns and/or tax obligations for prior obligation periods (collectively, the "Periodic Audits"). Currently, the Debtors are under a Periodic Audit with the Los Angeles County Tax Authority. Out of an abundance of caution, the Debtors seek authority, but not direction, to pay Taxes and Fees on account of the Periodic Audits as they arise in the ordinary course of the Debtors' business, including as a result of any settlements of issues addressed in any Periodic Audits.

119. The Debtors seek authority to pay certain Taxes and Fees that have accrued or were incurred prior to the Petition Date in jurisdictions where the Debtors presently conduct business. The Debtors also seek authority to continue paying Taxes and Fees on a postpetition basis in the ordinary course, whether arising before or after the Petition Date, to ensure uninterrupted business

operations through the duration of the Debtors' reorganization efforts in these cases.[6] The continued payment of the pre-petition Taxes and Fees on their normal due dates will ultimately preserve the resources of the Debtors' estates. If such obligations are not timely paid, the Debtors' business operations may be suspended or the Debtors may incur additional fees, and the Debtors will be required to expend time and money to resolve these issues. Based on the foregoing, I believe that Taxes Motion should be granted.

K. Utilities Motion

120. Pursuant to the Utilities Motion, the Debtors seek entry of an order (a) approving the Debtors' proposed adequate assurance of payment for future utility services, (b) prohibiting utility companies from altering, refusing, or discontinuing service, (c) approving the Debtors' proposed procedures for resolving additional adequate assurance requests; and (d) granting related relief.

121. In connection with the operation of their business, the Debtors obtain electricity, waste management services, internet, natural gas, sewage, and water (collectively, the "Utility Services") from a number of utility companies (collectively, the "Utility Companies").[7] A nonexclusive list of the Utility Companies that provide Utility Services to the Debtors as of the Petition Date (the "Utility Services List").

122. The Utility Companies provide Utility Services to the Debtors' farming operations located in Virginia and research and development facilities in Wyoming. These locations require

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[6] The Debtors believe that they may have certain outstanding tax liabilities owed to Taxing Authorities in jurisdictions in which they historically practiced business. The Debtors are not seeking any relief with respect to such outstanding amounts through this Motion. For the avoidance of doubt, the Debtors have included such historical Taxing Authorities on Exhibit A to the Taxes Motion notwithstanding that the Debtors do not anticipate incurring additional Taxes and Fees with respect to business-related operations in jurisdictions where they have wound down.

[7] This number includes only active accounts where one of the Debtors is a named party on the account. This number does not include the accounts held by the Debtors' landlord for certain utility services not discussed herein which are passed on to the Debtors through the lease agreement.

continued provision of the Utility Services to operate in the ordinary course and without disruption. Uninterrupted Utility Services are essential to the Debtors' ongoing business operations and, hence, the overall success of these chapter 11 cases. Should any Utility Provider refuse or discontinue service, even for a brief period, the Debtors' business operations would be severely disrupted. Such disruption would adversely affect customer goodwill and employee relations, which, in turn, would jeopardize the Debtors' chapter 11 efforts. Accordingly, it is essential that the Utility Services continue to be provided on an uninterrupted basis during these chapter 11 cases.

123. To the best of their knowledge, the Debtors are not in default or arrearages with respect to their obligations for prepetition Utility Services in Virginia and Wyoming. On average, the Debtors pay approximately $92,000 each month for Utility Services, calculated using a historical average based on the Debtors' books and records.

124. To provide additional assurance of payment, the Debtors propose to deposit $46,000 (the "Adequate Assurance Deposit") into one of the Debtors' bank accounts (the "Adequate Assurance Account") within 21 days of the Petition Date. The Adequate Assurance Deposit represents an amount equal to approximately one-half of the Debtors' average utility balances per month for the Debtors' operational locations. The Adequate Assurance Deposit will be held for the benefit of the Utility Companies in the Adequate Assurance Account for the duration of these Chapter 11 Cases and may be applied to any postpetition defaults in payment to the Utility Companies. The Adequate Assurance Deposit will be held by the Debtors, and no liens will encumber the Adequate Assurance Deposit or the Adequate Assurance Account. I believe that the Adequate Assurance Deposit in conjunction with the Debtors' ability to pay for future utility services in accordance with their prepetition practices constitutes sufficient adequate assurance to

the Utility Companies in full satisfaction of section 366 of the Bankruptcy Code. Accordingly, I believe the Utilities Motion should be granted.

L. DIP Motion

125. I submit this Declaration as evidence that the proposed approximately $20.7 million DIP Facility (a) is in the best interest of the Debtors, their estates, and all parties in interest in these chapter 11 cases, and (b) will provide the Debtors with access to sufficient working capital and liquidity to operate during these cases.

126. Absent entry into the DIP Facility, the Debtors will not have sufficient liquidity to continue operating in the ordinary course and would be forced to shut down their businesses and facilities, which would be value destructive, particularly in light of the nature of the Debtors' business. Obtaining interim relief is critical to the continued operations of the Debtors' businesses and maintaining their going concern value, and immediate and irreparable harm will be caused to the Debtors and their estates if immediate financing is not obtained and permission to use cash collateral is not granted.

127. Based on my review of the Debtors' books and records, the Debtors had total unrestricted cash on hand of approximately $130,000 as of the Petition Date, consisting of cash from operations and the bridge financing. Such cash is insufficient to fund the Debtors' operations and process costs during these Chapter 11 Cases. Given the Debtors' cash on hand, the DIP Facility is necessary for the Debtors to continue to operate and preserve their value as a going concern in connection with the Restructuring Transactions. Absent additional financing, the Debtors will not

have sufficient liquidity during these Chapter 11 Cases and would be forced to cease operations and liquidate their assets in piecemeal fashion, likely through a chapter 7 proceeding.

128. The Debtors have an immediate and critical need to obtain the financing pursuant to the DIP Facility and to continue to use the Prepetition Collateral to, among other things, (a) pay the fees, costs and expenses incurred in connection with these Chapter 11 Cases, (b) fund any obligations benefitting from the Carve-Out, (c) permit the orderly continuation of the operation of their businesses, (d) maintain business relationships with customers, vendors and suppliers, (e) make payroll, and (f) satisfy other working capital and operational needs. The incurrence of new debt under the DIP Credit Agreement and use of cash collateral is necessary and vital to the preservation and maintenance of the going concern value of the Debtors.

129. The Debtors and DIP Lenders have agreed upon an initial budget approved by the DIP Lenders (the "Approved Budget"), which sets forth all expected material cash receipts and cash disbursements on a weekly basis over the 8-week period, pursuant to which the Debtors will fund operations. My team and I worked with the Debtors' management team and other advisors, in consultation with the DIP Lenders and their advisors, to formulate the Approved Budget, which includes reasonable and foreseeable expenses to be incurred, and the costs of administering the Chapter 11 Cases, during the applicable period. The Debtors' use of the DIP Loans will be governed by the Approved Budget (subject to Permitted Variances). The size of the DIP Facility was determined under the assumption that the Debtors would also have access to existing cash collateral and any receipts generated postpetition. Without the ability to access such cash collateral,

the Debtors would likely be unable to fund their ongoing operations throughout the entirety of these cases without additional postpetition financing.

130. Any disruption in the use of cash collateral or ability to obtain funding under the Interim Order would cause a severe decrease in the value of the Debtors' estates by preventing the Debtors from making necessary disbursements and otherwise operating in the ordinary course, reducing the value of the entire enterprise in a sale. As set forth in the Approved Budget, the Debtors expect that they will need approximately $12 million during the interim period and approximately $8.7 million through the course of these cases. Given the approximately $12 million that the Debtors are expected to need during the interim period, the proposed draw structure is necessary and appropriately tailored to the Debtors' funding needs.

131. Absent interim relief, the Debtors will be unable to, among other things, fund payroll for employees, satisfy their other working capital and general corporate requirements, and continue operating their facilities. Particularly given the perishable nature of the Debtors' goods, even a momentary shut down of the Debtors' facilities could result in a significant deterioration in the value of the Debtors' businesses to the detriment of all stakeholders.

132. For the foregoing reasons, I believe that the DIP Motion should be granted.

M. Bar Date Motion

133. Pursuant to the Bar Date Motion, the Debtors seek entry of an order (a) setting bar dates for filing proofs of claim and assertions of mechanic's or materialman's liens (each, a "VA M&M Lien") with respect to the Debtors' Virginia facility located at 13500 N. Enon Church Rd. Chester, VA, 23836; (b) approving form and manner for filing proofs of claim and VA M&M Lien Notices (as defined below); (c) approving notice of bar dates; and (d) granting related relief.

134. The Debtors seek to establish (a) a general bar date of April 24, 2025 ("the General Bar Date"); (b) a deadline of April 24, 2025 (the "VA M&M Lien Enforcement Deadline") for holders of purported VA M&M Liens to (i) record a memorandum of lien in the applicable county register (unless the deadline to do so under applicable Virginia law has already passed) and (ii) file on the docket a "notice of intent to enforce" such recorded lien (a "VA M&M Lien Enforcement Notice"), in lieu of a complaint; and (c) a governmental bar date of September 25, 2024 (together, the "Bar Dates").

135. I believe that, in order for the Debtors to reorganize effectively and efficiently, it is important that they understand the full scope of the claims being made against them. Setting the Bar Dates by which all proofs of claim need to be filed should allow the Debtors to have certainty in terms of what needs to funded and allows them to proceed confidently with their Restructuring Transactions. In particular, I believe that the enforcement of the VA M&M Lien Enforcement Deadline is of critical importance. I believe that the VA M&M Lien Enforcement Deadline will provide the Debtors with necessary certainty of (a) the potential creditor universe that may assert or have asserted VA M&M Liens and (b) the quantum of potential liabilities owed to such creditors on account thereof. Given that nearly all work on the Virginia Farm ceased in November 2024, I understand that most claimants with purported VA M&M Liens should have already filed the necessary documentation to evidence a VA M&M Lien well in advance of the VA M&M Lien Enforcement Deadline.

136. Given the timing of this case, I believe that the proposed Bar Dates timeline is sufficient and necessary. I understand that the Debtors presently are requesting a voting deadline of May 1, 2025for the Plan , leaving only seven days between the General Bar Date and VA M&M Lien Enforcement Deadline and the voting deadline. I believe that implementation of the

procedures and deadlines set forth in the Bar Date Motion are necessary and appropriate to give all parties the confidence they need to effectuate the Debtors' Restructuring Transactions. Accordingly, I believe that the Bar Date Motion should be granted.

N. DS/Rights Offering Motion

137. Pursuant to the DS/Rights Offering Motion, the Debtors request entry of an order (a) conditionally approving the Disclosure Statement, (b) scheduling the combined hearing on confirmation of the Plan and the adequacy of the Debtors' Disclosure Statement and setting related deadlines, (c) approving the (i) voting and solicitation procedures, (ii) the combined hearing notice, (iii) the form and manner of publication notice, (iv) the form of ballots and release opt-out form, (d) establishing procedures for the assumption and rejection of Executory Contracts and Unexpired Leases, (e) approving the deadlines in connection with and scheduling a hearing on the Debtors' rights offering, and (e) granting related relief.

138. I believe the schedule of proposed dates (the "Confirmation Schedule"), including with respect to the hearing to approve the Rights Offering, is achievable and will best maximize value for the benefit of all stakeholders. I believe that the Confirmation Schedule (including with respect to the Rights Offering) enables the Debtors to emerge from chapter 11 as quickly as the Court's schedule and the requisite notice periods will permit, while also providing for the best avenue for the Debtors to reorganize (or otherwise consummate a value-maximizing sale transaction).

139. Specifically, I believe that the facts and circumstances of these Chapter 11 Cases necessitate the Debtors' proposed timeline, given that the Debtors only have committed DIP Financing for eight weeks from the Petition Date to emerge from these Chapter 11 Cases. Absent approval of a Combined Hearing to consider approval of the Disclosure Statement and

confirmation of the Plan, the Debtors will not have sufficient liquidity to administer these Chapter 11 Cases and implement the restructuring transactions contemplated by the Plan to maximize value for all stakeholders.

140. As such, I believe that the relief requested in the DS/Rights Offering Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest. Accordingly, I believe that the DS/Rights Offering Motion should be granted.

O. Bid Procedures Motion

141. Pursuant to the Debtors' Bid Procedures Motion, the Debtors request entry of an order (a) authorizing and approving their proposed bidding procedures (the "Bid Procedures"), (b) authorizing the selection of One Madison Group – Pluto, LLC or their designee (the "Stalking Horse Bidder") as the stalking horse bidder for the Assets (as defined below) and approving the Debtors' entry into the Stalking Horse Agreement (as defined below), (c) scheduling an auction (the "Auction") and a hearing to consider approval of the Sale (the "Sale Hearing"), if necessary, (d) approving the form and manner of certain notices to be issued in connection therewith; (e) approving procedures in connection with the potential assumption and assignment of certain executory contracts and unexpired leases relating to the Assets; and (f) granting related relief.

142. At the outset of these chapter 11 cases, the Debtors, with the assistance of their advisors, determined that the bid of One Madison Group – Pluto, LLC for the Assets provided substantial value to the estates and that the Stalking Horse Bidder was prepared to expeditiously consummate the Sale Transaction, subject to higher or otherwise better offers pursuant to the Bid Procedures. Based on my review of, and participation in, that process, I believe that the Stalking Horse Agreement is the result of extensive, good-faith and arm's-length negotiations and is currently the highest and best proposal for a Sale Transaction.

143. I believe that the Stalking Horse Bidder provides the Debtors and their stakeholders with significant operational comfort by standing ready, willing, and able to purchase the Assets on a going-concern basis, and I believe that the result is significant value provided to the Debtors' estates through the Stalking Horse Agreement or an alternative value-maximizing transaction. I believe that particularly where, as here, the Stalking Horse Agreement provides for no bid protections payable to the Stalking Horse Bidder in the event that the Debtors pursue an alternative transaction. Accordingly, I believe that entry into the Stalking Horse Agreement is in the best interests of the Debtors' estates. I further believe that the Stalking Horse Agreement is itself a fair and reasonable transaction as it is the result of extensive, good faith, arm's-length negotiations between the Debtors and the Stalking Horse Bidder.

144. Further, I believe the schedule of proposed dates (the "Sale Schedule") is achievable and will best maximize value for the benefit of all stakeholders. I believe the Sale Schedule would allow the Debtors to emerge from chapter 11 as quickly as the Court's schedule and the requisite notice periods will permit, while also providing for the best avenue for the Debtors to consummate a value-maximizing sale transaction (in the event the sale transaction path is pursued). As set forth above, given the Debtors have limited access to liquidity, and so the proposed Sale Timeline is necessary to allow the Debtors to potentially consummate a value maximizing sale.

145. For all of the foregoing reasons, I believe that the Bid Procedures Motion should be granted.

I declare under penalty of perjury that, after reasonable inquiry, the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 23rd day of March, 2025

/s/ Colin M. Adams

By: Colin M. Adams
Partner & Chief Operations Officer
CBMN Advisors LLC d/b/a Uzzi & Lall