So Ordered.

Dated: June 9th, 2026

Frederick P. Corbit
Bankruptcy Judge

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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re BREWSTER HEIGHTS PACKING & ORCHARDS, LP,[1] Debtors.	Chapter 11 Lead Case No. 26-01136 Jointly Administered INTERIM ORDER AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING AND SETTING A FINAL HEARING

Upon the motion dated June 5, 2026 (the "Motion") of Brewster Heights Packing and Orchards, LP and its affiliated debtors and debtors-in-possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), seeking,

[1] The debtors are Brewster Heights Packing & Orchards, LP (Case No. 26-01136); Gebbers Farms Inc. (Case No. 26-01140); Gebbers Orchards, Inc. (Case No. 26-01141); C&M II, LLC (Case No. 26-01137); D&E Storage, LLC (Case No. 26-01138); Eastco, LLC (Case No. 26-01139); GF SA, LLC (Case No. 26-01142); Northco, LLC (Case No. 26-01143); P&G Orchards, LLC (Case No. 26-01144); REPO, LLC (Case No. 26-01145); TJF Properties, LLC (Case No. 26-01146); Westco Orchards, LLC (Case No. 26-01147); and Westco Sales, Inc. (Case No. 26-01148).

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pursuant to sections 105, 361, 362, 363, 364, 503, 506, 507, and 552 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the "Bankruptcy Rules"), and the Local Bankruptcy Rules (the "Local Rules" or "LBR"), entry of an interim order (this "Interim Order") authorizing the Debtors to enter into a senior secured, superpriority debtor-in-possession financing facility with Sandton Capital Solutions Master Fund VI, LP in the aggregate principal amount on an interim basis of not more than $20 million; the Court having jurisdiction to consider the matters raised in the Motion pursuant to 28 U.S.C. § 1334; and the Court having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the Motion and opportunity for a hearing on the Motion having been given, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion, the *Declaration of Brooke McGuire in Support of the Debtors' Bankruptcy Petition and First Day Pleadings* (the "McGuire Declaration"); and the Court having held a hearing on June [9], 2026, to consider entry of this Interim Order (the "Interim Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and in the McGuire Declaration, and at the Interim Hearing establish just cause for the relief granted herein; and the Court having found the relief requested in the Motion to be fair, reasonable, and in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and the Court having determined

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that the relief requested in the Motion is essential for the continued operation of the Debtors' businesses and to prevent immediate and irreparable harm to the Debtors' estates; and all objections, if any, to the entry of this Interim Order having been withdrawn, resolved or overruled by the Court; and upon all of the proceedings had before the Court; after due deliberation and consideration, and for good and sufficient cause appearing therefor;

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[2]

A. **Petition Date**. On June 4, 2026 (the "Petition Date"), the Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Eastern District of Washington (the "Court") commencing the Chapter 11 Cases. The Debtors have continued in the management and operation of their businesses and properties as debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No trustee, examiner, or official statutory committee of unsecured creditors (such official committee, the "Committee") has yet been appointed in the Chapter 11 Cases.

B. **Jurisdiction and Venue**. The Court has jurisdiction over these Chapter 11 Cases and related proceedings, pursuant to 28 U.S.C. § 1334. Consideration of the Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). Venue for the Chapter 11 Cases and related proceedings on the Motion is proper in this district pursuant

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[2] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

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to 28 U.S.C. §§ 1408 and 1409. Pursuant to Bankruptcy Rule 7008, the Debtors consent to the entry of final orders by the Court in connection with the Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

C. **Notice**. Under the circumstances of the Chapter 11 Cases, proper, timely, adequate and sufficient notice of the Motion, the Interim Hearing, and the Interim Order has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice of the Motion, the Interim Hearing, or this Interim Order shall be required.

D. **No Control**. Sandton Capital Solutions Master Fund VI, LP and/or one or more of its affiliated funds or accounts (individually and collectively, "DIP Lender") was not and is not in control of persons or insiders of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from the DIP Facility.[3]

E. **Immediate Need for Postpetition Financing**. Good cause has been shown for entry of this Interim Order. The immediate ability of the Debtors to preserve and maintain the value of their assets requires the availability of working capital from the DIP Facility to continue operations, pay the costs and expenses of administering the Chapter 11 Cases, and administer and preserve the value of their businesses and estates. In the absence of the continued availability of such funds and liquidity in accordance with the terms hereof (including access to the DIP Facility), the continued operation of

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[3] Capitalized terms used, but not otherwise defined in this Interim Order, shall have the meaning ascribed to such terms in the Motion.

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the Debtors' businesses would not be possible, and immediate and irreparable harm to the Debtors, their estates, their creditors and their crop would occur. Further, the possibility for a successful restructuring and other value-maximizing transaction(s) would be jeopardized in the absence of the availability of funds in accordance with the terms of this Interim Order.

F. **No Credit Available on More Favorable Terms**. The Debtors have been unable to obtain credit on more favorable terms and conditions than those provided in this Interim Order. The Debtors are unable to obtain credit for borrowed money without granting the DIP Liens and the DIP Superpriority Claims and without granting the adequate protection as and to the extent set forth herein.

G. **Debtors' Stipulations Regarding Prudential Secured Parties**. Subject only to the limitations contained in Paragraph 8 of this Interim Order, and after consultation with their attorneys and financial advisors, and in exchange for and as a material inducement to The Prudential Insurance Company of America's agreement to entry of this Interim Order, including the subordination of the Prudential Prepetition Liens to the Carve Out and the DIP Liens to the extent set forth herein, the Debtors admit, stipulate, acknowledge, and agree as follows:

i. *Prudential Prepetition Loan Documents*. Prior to the Petition Date, The Prudential Insurance Company of America ("Prudential") made certain loans and other financial accommodations to the Debtors or certain of them pursuant to that certain Loan Agreement dated as of May 28, 2020, by and among Prudential and the borrowers party thereto, as amended, supplemented, restated, or otherwise modified from time to time, together with the notes, mortgages, deeds of trust, security agreements, assignments of leases, rents and proceeds, crop filings, fixture filings, guarantees, forbearance agreements, modification agreements, and all other documents and instruments

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evidencing, securing, governing, or otherwise relating to such loans and other financial accommodations, each as amended, supplemented, restated, or otherwise modified from time to time prior to the Petition Date (collectively, the "Prudential Prepetition Loan Documents"). Prudential, together with any other holder, agent, servicer, or representative with respect to the Prudential Prepetition Obligations, is referred to herein collectively as the "Prudential Secured Parties".

ii. *Prudential Prepetition Obligations*. Pursuant to the Prudential Prepetition Loan Documents, the Debtors are justly and lawfully indebted and liable to the Prudential Secured Parties, without defense, challenge, objection, claim, counterclaim, recoupment, or offset of any kind, in the aggregate amount as of the Petition Date of not less than $162,340,000, plus accrued and unpaid interest, default interest, fees, expenses, attorneys' fees, indemnities, charges, premiums, costs, and all other amounts chargeable or otherwise payable under the Prudential Prepetition Loan Documents, arising before the Petition Date, in each case as and to the extent provided in the Prudential Prepetition Loan Documents (collectively, the "Prudential Prepetition Obligations").

iii. *Prudential Prepetition Liens and Prudential Prepetition Collateral*. As more fully set forth in the Prudential Prepetition Loan Documents, prior to the Petition Date, the Debtors or certain of them granted to Prudential, for itself and/or for the benefit of the Prudential Secured Parties, subject to the Amended and Restated Intercreditor Agreement dated as of September 10, 2025 between the Prudential Secured Parties, BMO, and the Debtors (the "Amended and Restated Intercreditor Agreement"), valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the collateral described in the Prudential Prepetition Loan Documents, together with all proceeds, products, offspring, rents, issues, and profits thereof, whether arising before or after the Petition Date (collectively, the "Prudential Prepetition

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Collateral" and such liens and security interests, collectively, the "Prudential Prepetition Liens").

iv. *Validity, Perfection, and Priority*. The Debtors acknowledge and agree that, as of the Petition Date, (a) the Prudential Prepetition Liens were valid, binding, enforceable, non-avoidable, and properly perfected, and were granted for fair consideration and reasonably equivalent value; (b) the Prudential Prepetition Liens were senior in priority over any and all other liens on the Prudential Prepetition Collateral, subject only to any applicable Permitted Senior Liens (defined *infra*), the terms of the Amended and Restated Intercreditor Agreement, and any other liens that were valid, perfected, non-avoidable, and senior in priority to the Prudential Prepetition Liens as of the Petition Date; (c) the Prudential Prepetition Obligations constitute legal, valid, binding, enforceable, and non-avoidable obligations of the Debtors; (d) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature exist with respect to any of the Prudential Prepetition Obligations, the Prudential Prepetition Liens, or the Prudential Prepetition Collateral; and (e) no portion of the Prudential Prepetition Obligations or the Prudential Prepetition Liens is subject to avoidance, disallowance, disgorgement, recharacterization, subordination, reduction, setoff, recoupment, impairment, or any other challenge under the Bankruptcy Code or applicable non-bankruptcy law.

v. *No Claims or Causes of Action*. No claims or causes of action held by the Debtors or their estates exist against, or with respect to any Prudential Secured Parties (in their capacity as such) under any agreements by and among the Debtors and such Prepetition Secured Lenders.

vi. *Release*. Effective as of the entry of this Interim Order, each of the Debtors and, subject to Paragraph 8 of this Interim Order, each of the Debtors' estates, on behalf of itself and its predecessors, successors, assigns, subsidiaries, affiliates,

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officers, directors, managers, partners, members, shareholders, employees, agents, attorneys, advisors, and representatives, hereby absolutely, unconditionally, and irrevocably releases, acquits, and forever discharges each of the Prudential Secured Parties, and each of their respective current and former affiliates, agents, representatives, servicers, officers, directors, managers, members, partners, employees, attorneys, financial advisors, consultants, professionals, successors, and assigns, each in its respective capacity as such (collectively, the "Prudential Released Parties"), from any and all claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions, causes of action, and obligations of any kind or nature, whether known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, accrued or unaccrued, arising at any time on or before the date of entry of this Interim Order and relating in any way to the Prudential Prepetition Loan Documents, the Prudential Prepetition Obligations, the Prudential Prepetition Liens, the Prudential Prepetition Collateral, or the prepetition relationship, conduct, transactions, negotiations, forbearances, modifications, administration, enforcement, or exercise of rights and remedies between or among the Debtors and any of the Prudential Released Parties; provided, however, that the foregoing release shall not release any claim or liability that a court of competent jurisdiction determines by final, non-appealable order resulted from the bad faith, fraud, gross negligence, or willful misconduct of such Prudential Released Party.

vii. *No Control*. None of the Prudential Secured Parties or Prudential Released Parties, by virtue of any action taken with respect to, in connection with, related to, or arising from the Prudential Prepetition Loan Documents, the Prudential Prepetition Obligations, the Prudential Prepetition Liens, the Prudential Prepetition Collateral, or the negotiation or implementation of this Interim Order, controls or has controlled the Debtors or their properties or operations, has authority to determine the manner in which

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any Debtor's operations are conducted, or is a control person or insider of any Debtor.

H. **Stipulations and Adequate Protection for BMO Bank, N.A.**

Subject only to the limitations contained in Paragraph 8 of this Interim Order, and after consultation with their attorneys and financial advisors, and in exchange for and as a material inducement to BMO Bank, N.A.'s ("BMO") agreement to entry of this Interim Order, the Debtors admit, stipulate, acknowledge, and agree as follows:

i. Prior to the Petition Date, (i) certain Debtors and affiliated entities ("BMO Obligors") entered into that certain Loan and Security Agreement dated as of June 10, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "BMO Syndicated Loan Agreement") and related loan documents (collectively, the "BMO Syndicated Loan Documents"), pursuant to which BMO and BMO Syndicated Lenders extended loans and other credit accommodations (the "BMO Syndicate Financing"), and (ii) BHPO entered into that certain Loan and Security Agreement dated as of August 29, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the "BMO RE Loan Agreement" and collectively with the BMO Syndicated Loan Agreement, the "BMO Loan Agreements") and related loan documents (collectively, the "BMO RE Loan Documents" and collectively with the BMO Syndicated Loan Documents, the "BMO Loan Documents"), pursuant to which BMO RE Lender extended loans and other credit accommodations (the "BMO RE Financing" and collectively with the BMO Syndicate Financing, the "BMO Financing").

ii. <u>BMO Prepetition Obligations</u>. As of the Petition Date, (i) BMO Obligors are indebted to the BMO Syndicated Lenders on account of the BMO Syndicate Financing in an amount not less than $56,456,440.61, plus additional accrued and unpaid

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interest, fees, costs, expenses, protective advances, indemnification obligations, and other amounts due under the BMO Syndicated Loan Documents (collectively, the "BMO Prepetition Syndicate Obligations") and (ii) BHPO is obligated to BMO RE Lender on account of the BMO RE Financing in an amount not less than $6,569,000.08, plus additional accrued and unpaid interest, fees, costs, expenses, protective advances, indemnification obligations, and other amounts due under the BMO RE Loan Documents (collectively, the "BMO Prepetition RE Obligations" and collectively with the BMO Prepetition Syndicate Obligations, the "BMO Prepetition Obligations"). Debtors stipulate that BMO Prepetition Obligations (a) constitute actual, legal, valid, binding, and enforceable obligations of BMO Obligors, (b) are not subject to any objection, offset, recoupment, defense, avoidance, subordination, counterclaim, disallowance, impairment, recharacterization, or other claim, cause of action, or challenge of any kind or nature, whether under the Bankruptcy Code or similar law, under non-bankruptcy law, or otherwise, and (c) are not subject to any claim of recharacterization, subordination, avoidance, or other claims of any kind or nature, without limitation, claims arising under or pursuant to Bankruptcy Code §§ 105, 510, or 542 through 553, 724 or 726.

iii. <u>BMO Prepetition Liens and Collateral</u>. Pursuant to the BMO Loan Documents, but subject to the Amended and Restated Intercreditor Agreement, BMO Secured Parties hold valid, perfected, and non-avoidable liens and security interests (the "BMO Prepetition Liens") in and to substantially all personal property assets of BMO Obligors, including, without limitation, all accounts, chattel paper, instruments, inventory, equipment, deposit accounts, investment property, general intangibles, and certain real estate, and the proceeds, products, rents, and profits, and all proceeds thereof,

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excluding the crops now growing or hereafter grown, planted or produced, and all accounts, cash, payment intangibles, rights and other products and proceeds of the crops grown during the period beginning November 1, 2025 and thereafter ("Excluded Crop") (collectively, with the exception of the Excluded Crop, the "BMO Prepetition Collateral"), subject only to (x) liens validly existing and perfected as of the Petition Date that were senior in priority to the BMO Prepetition Liens (pursuant to the Amended and Restated Intercreditor Agreement) and that remain unavoided and (y) the Prudential Adequate Protection Liens (defined *infra*) upon the Prudential Prepetition Collateral ((x) and (y), collectively, the "BMO Permitted Senior Liens"). Debtors stipulate that BMO Prepetition Liens (a) constitute actual, legal, valid, enforceable, duly perfected, and non-avoidable security interests and liens in and upon the BMO Prepetition Collateral senior in priority to all other prepetition liens, security interests, interests, and claims, subject only to BMO Permitted Senior Liens, and (b) are not subject to any objection, defense, offset, avoidance, subordination, or other claim, cause of action, or challenge of any kind or nature, whether under the Bankruptcy Code or similar law, under non-bankruptcy law, or otherwise.

iv. Debtors are not authorized to use, and shall not directly or indirectly use, collect, transfer, dissipate, or encumber, or seek approval or authority to use, collect, transfer, dissipate, or encumber cash collateral arising from BMO Prepetition Collateral (the "BMO Cash Collateral") absent BMO's prior written consent or Order of this Court.

v. As partial adequate protection, Debtors shall cause to be paid to BMO, for application to the BMO Prepetition Obligations in BMO's sole discretion, payments (the "BMO Inventory AP Payments") to be delivered to BMO, equal to the

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amount of the net proceeds (gross receipts less customary, documented third-party sales/commission charges actually incurred and paid to non-insiders in the ordinary course and approved by BMO) generated from the packing and sale of Debtors' produce inventory existing as of the Petition Date or otherwise constituting BMO Collateral (defined *infra*) (the "BMO Inventory Collateral"), wherever located, whether received or realized by any Debtor or received or held by third-party sales agents/brokers, which parties (including, without limitation, Apple House, AltaFresh d/b/a Chelan Fresh and any other applicable grower counter parties) are directed to continue remitting such net proceeds directly to BMO, including to the BMO cash collateral account immediately upon disbursement; and for the avoidance if doubt, all such amounts shall constitute BMO Inventory AP Payments and shall be automatically applied by BMO upon receipt without the need for weekly reconciliation or further authorization. BHPO, and any successor in interest to BHPO, shall assist BMO, upon request, with the collection of such payments.

vi. As additional partial adequate protection, Debtors shall cause to be paid to BMO, for application to the BMO Prepetition Obligations in BMO's sole discretion, monthly adequate protection payments in the amount of $50,000 as compensation for the depreciation relating to BMO Collateral consisting of equipment, due and payable on the first day of each month to be paid commencing on July 1, 2026, and on the first calendar day of each month thereafter. All parties reserve their rights to be heard with respect to the relief provided under this subsection at the Final Hearing.

vii. Assumption of Executory Contracts Relating to BMO Inventory Collateral. On or before July 2, 2026, BHPO shall obtain an Order authorizing the

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assumption pursuant to section 365 of the Bankruptcy Code of (a) that certain Grower Contract, dated as of February 11, 2026 (as amended, restated, supplemented, or otherwise modified from time to time, the "Apple House Packing Agreement"). BHPO is authorized to perform and shall timely perform pursuant to the terms of the Apple House Packing Agreement.

viii. BMO Replacement Liens. Effective as of the Petition Date, pursuant to Bankruptcy Code §§ 361 and 363(e), Debtors are hereby deemed to have granted to BMO, for the benefit of BMO Secured Parties, the BMO Replacement Liens (defined *infra*) on (a) all postpetition assets of Debtors and their estates of the same type and kind as the BMO Prepetition Collateral (the "BMO Postpetition Collateral" and collectively with the BMO Prepetition Collateral, the "BMO Collateral"), and (b) all proceeds, products, offspring, rents, issues, profits, and other proceeds of the BMO Prepetition Collateral and the BMO Postpetition Collateral, including, without limitation, the BMO Segregated DIP Account (defined herein), in each case to the extent of any diminution in value of the BMO Prepetition Liens occurring during the Cases. The BMO Replacement Liens shall attach automatically to all such property, whenever acquired and wherever located, without further act, and shall be deemed perfected for all purposes upon entry of this Interim Order, without further act, and enforceable against all parties in interest. Without limiting the foregoing, BMO, in its discretion, may file financing statements, amendments, continuations, notices, mortgages, and other instruments or documents, and may to cause the filing and recordation of this Interim Order or any document evidencing the BMO Replacement Liens with any recording or filing office or agency, in each case without further order of the Court.

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ix. Priority of BMO Replacement Liens. The BMO Replacement Liens shall be (i) senior to all liens, claims, and interests in the BMO Senior Collateral, and (ii) junior to the BMO Permitted Senior Liens, if any, and the DIP Liens on collateral other than the BMO Senior Collateral, and (iii) of equal priority to the BMO Prepetition Liens on the BMO Senior Collateral to the extent the BMO Prepetition Liens on the BMO Senior Collateral continue in proceeds under Bankruptcy Code § 552(b) and applicable nonbankruptcy law except the (x) BMO Permitted Senior Liens, if any, and (y) the DIP Liens on collateral other than the BMO Senior Collateral. Nothing herein authorizes the priming (whether of senior or pari passu priority) of the BMO Prepetition Liens on BMO Senior Collateral, or the BMO Replacement Liens on BMO Senior Collateral, including, without limitation, liens, interests, and claims, if any, granted pursuant to the DIP Liens on such BMO Senior Collateral. Subject to the foregoing, BMO consents to the priming by the DIP Liens (as defined herein) on BMO Collateral other than the BMO Senior Collateral on the terms and conditions provided in this Interim Order. For the avoidance of doubt, and other than with respect to BMO Collateral other than the BMO Senior Collateral, any order authorizing or approving DIP financing or the use of cash collateral (of any other secured party and not BMO Secured Parties) entered in these Cases shall be expressly subordinate to BMO's liens on the BMO Senior Collateral and the BMO Replacement Liens in BMO Senior Collateral and all other protections granted to BMO Secured Parties pursuant to this Interim Order unless BMO otherwise consents in writing.

x. Budget, Reporting, and Access. (a) Debtors shall deliver to BMO and Prudential Secured Parties all interim, final and subsequently modified DIP Budgets and copies of all other reports required to be delivered to other parties in the Cases at such

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dates that such reports are required to be delivered to such parties. No amounts included in any DIP Budget shall be construed as a limitation or cap on the value of BMO's or Prudential Secured Parties' respective collateral at any time. Beginning on and after June 17, 2026, the Debtors shall also, on a weekly basis separately identify all collections, remittances, expenses, commissions, returns, credits, and other activity relating to the BMO Inventory Collateral and all balances in the BMO Segregated DIP Account. (b) Debtors shall provide BMO and Prudential Secured Parties reasonable access during normal business hours, upon reasonable notice, to inspect their respective collateral and to review and copy books and records relating to their respective collateral, and shall cooperate with reasonable field exams or audits by BMO, Prudential Secured Parties, and their respective professionals. (c) In addition, Debtors shall promptly furnish such additional information regarding the BMO Collateral or the Prudential Prepetition Collateral, operations, or liquidity as BMO or Prudential Secured Parties, as applicable, may reasonably request.

xi. <u>Segregated DIP Deposit Account for BMO Inventory Collateral Proceeds</u>. To the extent Debtors are able to cause proceeds of BMO Inventory Collateral to be (i) remitted directly by third parties to BMO or (ii) deposited directly to the BMO cash collateral account, no segregated account shall be required for such proceeds. No other authorization or consent is needed for those parties to remit those payments. Upon the request of BMO, for any other funds that are proceeds of BMO Senior Collateral, Debtors shall establish a "BMO Segregated DIP Account" at an institution acceptable to BMO no later than five (5) business days after entry of the Order approving BMO's stipulation with Debtors, and without limiting the automatic attachment and perfection

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of the BMO Replacement Liens in and to the BMO Segregated DIP Account, shall execute and deliver, and shall cause the applicable depository bank to execute and deliver, a deposit account control agreement in form and substance acceptable to BMO. Such amounts deposited into the BMO Segregated DIP Account (which shall be encumbered by the BMO Replacement Liens), shall be remitted to BMO immediately upon receipt as BMO AP Payments and, pending remittance, shall not be used for any purpose whatsoever.

xii. BMO Superpriority Claim. If the adequate protection provided in this Interim Order proves insufficient to protect against Diminution, then BMO shall have an allowed superpriority administrative expense claim pursuant to Bankruptcy Code §§ 503(b) and 507(b) (the "BMO Superpriority Claim") in an amount equal to such insufficiency, which BMO Superpriority Claim shall be expressly subordinate to any superpriority claim granted to the DIP Lender, and pari passu in priority with any superpriority claim granted to the Prudential Secured Parties, but otherwise have priority over all administrative expenses and unsecured claims against Debtors and their estates except for the DIP Superpriority Claim, including under Bankruptcy Code §§ 503(b), 506(c), 507(a), and 726(b). After payment of the DIP Superpriority Claim, the BMO Superpriority Claim shall be payable from all prepetition and postpetition property of the estates, whether now existing or hereafter arising.

xiii. No Carve-Out. No carve-out or other surcharge, lien, or charge shall be imposed against the BMO Collateral absent BMO's written consent, including, without limitation, any claim relating to fees, expenses, retainers, success fees, committee expenses, or trustee fees of any professionals, including professionals retained

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by Debtors, any official committee, or any trustee appointed in the Cases or any successive chapter 7 cases or trusts pursuant to a plan of reorganization.

xiv. Milestones. Time is of the essence. Debtors shall meet the following milestones unless extended by BMO and Prudential Secured Parties in writing: (a) the entry of a final adequate protection order in the Cases in form and substance acceptable to BMO and Prudential Secured Parties no later than July 2, 2026; (b) filing of a plan of reorganization and disclosure statement in the Cases (collectively, the "Debtors' Plan") or a motion to sell substantially all assets pursuant to Bankruptcy Code § 363 in the Cases (the "Debtors' Sale Motion") no later than ninety (90) days after the Petition Date; and (c) the entry of an order confirming the Debtors Plan or entry of an order approving the Debtors Sale Motion no later than one hundred fifty (150) days after the Petition Date (collectively, the "Milestones"). Failure to satisfy any Milestone shall constitute an immediate Event of Default not subject to any cure period unless BMO and Prudential Secured Parties otherwise agree in writing.

xv. Challenge Period. As further adequate protection: (a) subject to the rights of parties in interest other than Debtors, Debtors' stipulations regarding the BMO Prepetition Obligations and BMO Prepetition Liens are binding. (b) Any action or proceeding by an official committee (if appointed) or any other party in interest with standing (excluding Debtors) challenging the validity, extent, priority, or enforceability of the BMO Prepetition Obligations or the BMO Prepetition Liens (a "Challenge") must be commenced by filing an adversary proceeding or contested matter no later than 5:00 p.m. (Pacific Time) on the date that is sixty (60) days after the Petition Date (the "BMO Challenge Deadline"). (c) If no committee is appointed, and a trustee is appointed before

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the Challenge Deadline, such trustee shall have the later of the BMO Challenge Deadline or ten (10) days after appointment to commence a Challenge. Absent a timely Challenge, the BMO Prepetition Obligations and BMO Prepetition Liens shall be deemed allowed, valid, perfected, enforceable, and non-avoidable for all purposes in these cases, subject only to BMO Permitted Senior Liens, if any, and as otherwise provided herein. Any pleading commencing a Challenge shall set forth with particularity the factual and legal basis for such Challenge, and any Challenge not timely commenced and properly pleaded shall be forever barred.

xvi. No Implied Waivers. Except as expressly provided herein, nothing in this Interim Order waives, limits, or impairs any rights or remedies of BMO under the BMO Loan Documents, the Bankruptcy Code, or applicable nonbankruptcy law or of Prudential Secured Parties under the Pudential Prepetition Loan Documents, the Bankruptcy Code, or applicable nonbankruptcy law.

xvii. Waivers. As further adequate protection: (a) Waiver of Section 506(c). Debtors and their estates waive any right to surcharge the BMO Collateral pursuant to Bankruptcy Code § 506(c). (b) Waiver of Marshaling. The doctrine of marshaling and any similar doctrine shall not apply to BMO or BMO Secured Parties or the BMO Collateral.] (c) No Implied Waivers. Except as expressly provided herein, nothing in this Interim Order waives, limits, or impairs any rights or remedies of BMO under the BMO Loan Documents, the Bankruptcy Code, or applicable nonbankruptcy law. [(d) Waiver of Equities of the Case. To the fullest extent permitted by law, Debtors waive any right to assert that the equities of the case require a different result under Bankruptcy Code § 552(b).

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I. **Adequate Protection for Prepetition Secured Lenders**.

i. The Prudential Secured Parties and BMO (Prudential Secured Parties and BMO, collectively, the "Prepetition Secured Lenders") are entitled to the adequate protection provided in this Interim Order as and to the extent set forth herein pursuant to Bankruptcy Code sections 361, 362, 363, and 364. Based on the DIP Motion and on the record presented to the Court, the terms of the proposed adequate protection arrangements and of the use of the Prudential Prepetition Collateral and the priming by the DIP Liens (as provided herein) of the BMO Prepetition Collateral (including Cash Collateral) are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the use of the Prudential Prepetition Collateral and BMO Prepetition Collateral (including the Cash Collateral), and the Prepetition Secured Lenders in each case have consented or are deemed hereby to have consented to the use of the Prudential Prepetition Collateral and the priming by the DIP Liens (as provided herein) of the BMO Prepetition Collateral (including the Cash Collateral), the priming of the respective Prudential Prepetition Liens and BMO Junior Liens by the DIP Liens pursuant to the terms set forth in this Interim Order and the DIP Documents; *provided* that nothing in this Interim Order or the DIP Documents shall (x) be construed as the affirmative consent by the Prepetition Secured Lenders for the use of Cash Collateral other than on the terms set forth in this Interim Order and in context of the DIP Financing authorized by this Interim Order to the extent such consent has been or is deemed to be have been given, (y) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Prudential Prepetition Collateral or BMO Prepetition Collateral (whether junior or

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senior) other than as contemplated by the DIP Financing authorized by this Interim Order, or (z) prejudice, limit or otherwise impair the rights of the Prepetition Secured Lenders to seek new, different, or additional adequate protection, as applicable, or assert any rights of the Prepetition Secured Lenders, and the rights of any other party in interest, including the Debtors, to object to such relief are hereby preserved. Further nothing in this Interim Order determines or modifies the relative priority, enforceability, application of proceeds, or enforcement rights as between Prudential and BMO, all of which shall remain subjected to the Amended and Restated Intercreditor Agreement.

ii. Accordingly, under the circumstances of the Chapter 11 Cases, together with the agreement of the Prepetition Secured Lenders to the entry of this Interim Order and the senior, priming liens granted herein in favor of the DIP Lender, as applicable, the substantial benefits associated with the relief granted herein, provide adequate protection pursuant to Bankruptcy Code sections 361, 362, 363, and 364 to the Prepetition Secured Lenders.

iii. The DIP Facility is critical to the Debtors' ability to preserve the Debtors' assets; is in the best interests of the Debtors and their estates; and necessary to avoid irreparable harm to the Debtors, their creditors and their assets, businesses, goodwill, reputation, and employees. Further, access to the proceeds under the DIP Facility is necessary to avoid immediate and irreparable harm to the value of the Debtors' assets and operations.

J. **Extension of Financing**. The DIP Lender committed to provide financing to the Debtors in accordance with the DIP Loan Term Sheet dated May 11, 2026, by and between DIP Lender and Brewster Heights Packing and Orchards, LP (the "DIP Term

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Sheet" and the financing described therein, the "DIP Facility"), and subject to (i) the entry of this Interim Order, the entry of the Final Order, and approval of the DIP Term Sheet, and (ii) findings by this Court that financing up to $25 million is essential to the Debtors' estates through the Final Hearing. A copy of the DIP Term Sheet is attached hereto as Exhibit A.[4]

K. **Business Judgment and Good Faith Pursuant to Section 364(e)**. The terms and conditions of the DIP Facility, as set forth in the DIP Term Sheet, (including the fees, expenses, and other amounts paid and to be paid thereunder), are fair, reasonable, and the best available under the circumstances, reflect the Debtors' exercise of their prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration. All obligations incurred, payments made, and transfers or grants of security set forth in this Interim Order and the DIP Term Sheet by any Debtor are (and were) granted to or for the benefit of the DIP Lender for fair consideration and reasonably equivalent value, and are (and were) granted contemporaneously with the making of the loans and/or commitments and other financial accommodations secured thereby. The DIP Facility was negotiated in good faith and at arm's length among the Debtors, the DIP Lender, and, as applicable, their respective professionals. The use of the proceeds to be extended under the DIP Facility will be so extended in good faith and for valid business purposes and uses. The DIP Lender is entitled to the protection and benefits of Bankruptcy Code section 364(e). The

[4] Prior to the Final Hearing, and subject to Court approval, the DIP Lender and the Debtors will enter into definitive loan and security documents evidencing the DIP Facility as described in the DIP Term Sheet, and such definitive loan and security documents are collectively referred to herein as the "DIP Loan Documents." Entry of the Interim Order shall not commit the DIP Lender to provide additional financing under the DIP Facility inconsistent with the DIP Term Sheet and the DIP Loan Documents and the security contemplated therein.

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Prepetition Secured Lenders acted in good faith regarding the DIP Financing and the Debtors' use of the Prepetition Lenders' Collateral, respectively, to fund the administration of the Debtors' estates and continued operation of their businesses, including the incurrence and performance of Prudential's respective Prepetition Secured Lender Adequate Protection Claims (defined *infra*), [payment of the BMO AP Payments,] and the granting of the Prudential Adequate Protection Liens (defined *infra*) and BMO Replacement Liens, in accordance with the terms hereof, and the Prepetition Secured Lenders and their successors and assigns shall be entitled to the full protection of sections 363(m) and 364(e) of the Bankruptcy Code to the fullest extent applicable.

L. **Relief Essential; Best Interests**. The relief requested in the Motion (and granted or otherwise provided for in this Interim Order), is necessary, essential and appropriate for the continued operation of the Debtors' businesses and the management and preservation of the Debtors' assets and property and satisfies the requirements of Bankruptcy Rule 6003. It is in the best interest of the Debtors' estates and their creditors, and consistent with the Debtors' exercise of their fiduciary duties, that the Debtors be (a) allowed to enter into the DIP Facility with an interim draw of $20 million and (b) grant the liens and claims contemplated herein and under the DIP Facility to or for the benefit of the DIP Lender.

NOW, **THEREFORE**, based upon the foregoing, and after due consideration and good cause appearing therefore, it is

ORDERED as follows:

1. **Motion Granted in Part**. The Motion is granted in part in accordance with the terms and conditions set forth in this Interim Order. Any objections to the Motion

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with respect to entry of this Interim Order to the extent not withdrawn, waived or otherwise resolved, and all reservation of rights included therein, are hereby denied and overruled, except as allowed herein.

2. DIP Facility.

a. *DIP Obligations*. The Debtors are expressly and immediately authorized, empowered, and directed, on an interim basis, to enter into the DIP Facility and to continue to incur and to perform all obligations under the DIP Facility, up to $25 million during the interim period, in accordance with this Interim Order and the DIP Term Sheet. The issuance fee associated with the initial draw of $25 million, pursuant to the DIP Term Sheet, and all other fees set forth in the DIP Term Sheet, shall be an administrative priority claim subject to entry of a Final DIP Order. The Debtors are hereby authorized and directed to pay all principal, interest, fees and expenses, indemnities, as applicable under the DIP Facility, and other amounts described herein and in the DIP Term Sheet as such shall accrue and become due hereunder or thereunder (collectively, all loans, advances, extensions of credit, financial accommodations, fees, interest, MOIC, expenses, obligations, and all other Liabilities (including indemnities and similar obligations), as applicable, in respect of the DIP Facility (the "DIP Obligations"). The DIP Facility and all DIP Obligations shall represent, constitute, and evidence, as the case may be, valid and binding obligations of the Debtors, enforceable against the Debtors, their estates, and any successors thereto in accordance with their terms. The failure specifically to identify or refer to any particular provision of the DIP Term Sheet or any other agreement in this Interim Order shall not diminish or impair the effectiveness of such provision.

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b. *Authorization to Borrow*. In order to enable the Debtors to continue to operate their businesses, subject to the terms and conditions of this Interim Order and the DIP Facility, the Debtors are hereby authorized to enter into the DIP Facility, and draw up to $25 million during the interim period, and, subject to any conditions or limitations set forth in the DIP Term Sheet, to borrow under the DIP Facility.

c. *DIP Collateral*. As used herein, "DIP Collateral" shall refer to and mean, all of the existing and after-acquired real property and personal, tangible and intangible, assets of the Debtors and all "property of the estate" (as that term is utilized in the Bankruptcy Code) including, without limitation, all cash, cash equivalents, bank deposit and securities accounts, accounts, other receivables, chattel paper, contract rights, crops, farm products, inventory, instruments, documents, securities (whether or not marketable), equipment, fixtures, real property interests, franchise rights, general intangibles, investment property, supporting obligations, tax refunds, securities, franchise rights, letter of credit rights, commercial tort claims, causes of action (other than avoidance actions) and all substitutions, accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds, patents, tradenames, trademarks, copyrights, intellectual property and all substitutions, accessions and proceeds of such intellectual property, wherever located, including insurance or other proceeds.

d. *DIP Liens*. Effective immediately upon entry of the Interim Order, and subject to the Carve Out, and as set forth more fully in this Interim Order and the DIP Facility, the DIP Lender is hereby granted, as collateral security for the DIP Obligations pursuant to and in accordance with sections 364(c) and (d) of the Bankruptcy

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Code, valid, perfected, continuing, enforceable, non-avoidable first priority liens and security interests on the DIP Collateral of each Debtor (the "DIP Liens"), and, except as expressly provided in this subsection (d) below, shall prime all other liens and security interests on the DIP Collateral, other than the Permitted Senior Liens (defined *infra*), including any liens and security interests in existence on the Petition Date, and any other current or future liens granted on the DIP Collateral, including any adequate protection or Replacement Liens granted on the DIP Collateral (the "Primed Liens"). The DIP Liens shall be effective and perfected as of the entry of this Interim Order, without need for any additional filings or documentation, except to the extent requested by the DIP Lender in its sole discretion. The DIP Liens, DIP Superpriority Claims (defined below) and other rights and remedies granted under this Interim Order to the DIP Lender shall continue in these Chapter 11 Cases and any successor case(s), and shall be valid and enforceable against any trustee appointed in any or all of the Debtors' Chapter 11 Cases and upon the dismissal of any or all of the Debtors' Chapter 11 Cases, or in any successor case(s), and such liens and security interests shall maintain their priority as provided in this Interim Order until all the DIP Obligations have been indefeasibly paid in full in cash and the DIP Lender's commitments have been terminated in accordance with the DIP Term Sheet and this Interim Order. Notwithstanding the foregoing, the DIP Liens (i) shall be *pari passu* with the Bridge Lender's Prepetition Secured Claim in the Bridge Lender's Prepetition Collateral, with DIP Lender possessing the sole and exclusive right to administer the DIP Collateral before and after a default, and (ii) shall not have first priority, but shall have second priority or third priority, as the case may be, solely with respect to the following permitted senior liens (the "Permitted Senior Liens"):

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i. BMO's security interest in all of the following property and assets of the Debtors, whether real, personal or mixed, or tangible or intangible, in each case, as such terms are defined in the Uniform Commercial Code of Washington (the "Washington UCC"):

(a) BMO's security interest in Debtors' inventory of harvested Crops and other farm products grown on permanent plantings, including all harvested apples, cherries, and other tree crops (the *"*2025 Crop Inventory*"*), and all growing crops and other farm products growing on permanent plantings, including all growing apples, cherries, and other tree crops grown, harvested or otherwise severed from the Land (defined herein as the *"*Crops*"*) during the period beginning November 1, 2024 and ending October 31, 2025 (the "2025 Crop Year"), all packaging and crating related to the 2025 Crop Inventory, and all, proceeds from the arising from the 2025 Crop Inventory, including but not limited to all general intangibles, insurance proceeds or government payment obligations arising from the 2025 Crop Inventory and from such Crops (the "2025 Crop Collateral");

(b) BMO's security interest in all accounts receivable, trade accounts, instruments, payment intangibles and other rights of payment owing to the Debtors with respect to the 2025 Crop Collateral, together with all related rights to enforce and collect such accounts receivable, trade accounts. Instruments, payment intangibles and other rights of payment, and all other rights thereto (the "2025 Crop Receivables");

(c) BMO's security interest in the right, with respect to the 2025 Crop Collateral, to receive monies, payments, proceeds or distributions due to Brewster Heights under that certain Amended and Restated Marketing Agreement with AltaFresh, LLC, a Nevada limited liability company ("AltaFresh") dated May 24, 2021 ("Marketing Agreement Payments"), pursuant to that certain Assignment and License

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dated June 10, 2021 between Brewster Heights and BMO;

(d) BMO's security interest in all contract and contract rights related to the processing and disposition of the 2025 Crop Collateral, including but not limited to, BMO's security interest in that certain Grower Agreement dated as of February 11, 2026, by and between Brewster Heights and Apple House Warehouse & Storage, Inc., a Washington corporation, and all the rights of Brewster Heights thereunder;

(e) With respect to the 2025 Crop Collateral, BMO's security interest in all crop allotments and rights to crop bases as designated, assigned or approved by the United States Department of Agriculture, the Commodity Credit Corporation, the United States of America, Department of Agriculture, Farm Service Agency (FSA), or any other governmental agency or department, whether federal, state or local, any and all entitlements of any borrower or mortgagor relating thereto, and any and all rights of any borrower or mortgagor (including, without limitation, the right to receive, directly or indirectly, payment whether in cash, such as deficiency payments as provided for in 7 C.F.R. Section 1413, in-kind or otherwise) under any contract or program or agreement with the United States Department of Agriculture, the Commodity Credit Corporation, the United States of America, Department of Agriculture, Farm Service Agency (FSA), or any other governmental agency or department (whether federal, state of local), relating to the that certain real property subject to the BMO Mortgages (as defined below) including without limitation, the Conservation Reserve Program, or the development, ownership, management or operation thereof;

(f) Solely as described in that certain Pledge Agreement dated as of July 25, 2025, made by the Persons identified on the signature pages thereto in favor of BMO, BMO's security interest in shares of capital stock, membership interests or other

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limited liability company equity interests, partnership units or other partnership interests identified therein, along with all appurtenant economic and management rights to the ownership of such interests. For the avoidance of doubt, this paragraph shall not include the equity interests owned by the Debtors in AltaFresh LLC d/b/a Chelan Fresh.

(g) BMO's security interest in the real property commonly known as 125 North Star Road, Brewster, WA 98812, and all fixtures, structures and improvements located thereon, as described in more detail in (i) that certain Deed of Trust, Security Agreement, Assignment of Leases, Rents, and Profits, and Fixture Filing dated August 29, 2022, and recorded in the land records of Okanogan County, Washington on August 29, 2022, as instrument number 3266779; (ii) that certain Deed of Trust, Security Agreement, Assignment of Leases, Rents and Profits, and Fixture Filing dated October 15, 2021, and recorded in the land records of Okanogan County, Washington on November 8, 2021, as instrument number 3258980; and (iii) that certain Subordination Agreement dated August 29, 2022, and recorded in the land records of Okanogan County, Washington on August 29, 2022; BMO's security interest in (1) Debtors' vehicles, rolling stock, and farm machinery (including tractors, combines and other farm machinery), (2) Debtors' portable irrigation motors on wheels customarily towed by a motorized vehicle, and (3) any other "equipment" of the Debtors, as defined in Article 9 of the of the Washington Uniform Commercial Code, but in each case excluding equipment constituting Prudential Senior Collateral as defined in the Amended and Restated Intercreditor Agreement;

(h) BMO's security interest in any mobile or manufactured home that may be located on any real property owned by the Debtors;

(i) BMO's security interest in all Deposit Accounts (as such term is defined in the Washington UCC), and any and all monies and Cash Equivalents (as such term is defined in the Washington UCC) of the Debtors whether or not in

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possession or control of BMO, or a bailee or affiliate of BMO, including any cash, and any interest or other income earned thereon, that has been delivered to BMO to cash collateralize the BMO Prepetition Obligations;

(j) BMO's security interest in Debtors' Intellectual Property related to the 2025 Crop solely for the purpose of liquidating the BMO Collateral;

(k) all accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the foregoing;

(l) all books and records (including customer lists, files, correspondence, tapes, computer programs, print-outs and computer records) pertaining to the foregoing. The collateral described in (a)-(l) above is collectively referred to herein as the "BMO Senior Collateral."

ii. Any purchase money security interest liens ("PMSI Liens") held by any financing party holding a valid first priority, non-avoidable PMSI Lien on any equipment as of the Petition Date.

iii. Mortgage in favor of Happy Valley USA Credit III, LLC pursuant to that certain Real Estate Term Loan 1 in the original principal amount of $4,200,000.00.

iv. Mortgage in favor of North Cascades National Bank pursuant to that certain Business Loan Agreement evidencing a commercial loan in the original principal amount of $1,400,000.00.

e. *DIP Superpriority Claims*. Effective immediately upon entry of this Interim Order, pursuant to Bankruptcy Code section 364(c)(1), and subject in each case to the Carve-Out the DIP Facility shall be entitled to superpriority administrative

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expense claim status in the Chapter 11 Cases of each Borrower (the "DIP Superpriority Claims"), which DIP Superpriority Claims in respect of the DIP Facility shall have priority over any and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kinds specified in or arising or ordered under sections 105(a), 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1113, and 1114 and any other provision of the Bankruptcy Code or otherwise, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which shall be payable from and have recourse to all assets and properties of the Debtors, and which shall be against each of the Debtors who are Debtors (jointly and severally), with priority over any and all other administrative expenses, adequate protection claims, diminution in value claims, and all other claims asserted against the Debtors now existing or hereafter arising of any kind whatsoever (whether secured or unsecured), subject only to the Carve-Out.

3. **Authorization and Approval to Use DIP Facility Proceeds**. Subject to the terms and conditions of this Interim Order, the DIP Facility, and the Interim DIP Budget attached hereto as Exhibit B ("Interim DIP Budget"), each Debtor is authorized to use the DIP Facility proceeds, up to $25 million during the interim period. The Debtors shall provide weekly variance reports to the DIP Lender and Prepetition Secured Lenders (i.e., reports reflecting the difference between the budgeted amount of revenue and expenses and the actual amounts) in the same format as the Interim DIP Budget (the "Variance Reports"). Said Variance Reports shall be due on or before 5:00 p.m. (prevailing Pacific Time), beginning on June 17, 2026, and continuing on the same day of each following

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week until termination of this Interim Order or the entry of a Final Order. Absent express written consent of the DIP Lender, it shall constitute a DIP Termination Event if any Variance Report reflects a negative variance of greater than 20% in the aggregate trailing rolling disbursements for a given week under the Interim DIP Budget. Notwithstanding anything to the contrary in this Interim Order, the DIP Term Sheet, any DIP Loan Documents, the Interim DIP Budget, or any other order of the Court, the Debtors shall not make any payments on account of (a) prepetition claims under any critical vendor, essential vendor, 503(b)(9), lien claimant, or similar program (collectively, "Critical Vendor Payments") or (b) any key employee retention plan, key employee incentive plan, management incentive plan, bonus, retention, severance, transaction, sale, change-in-control, or similar compensation program (collectively, "KERP Payments"), in each case without the prior written consent of the DIP Lender and the Prudential Secured Parties; provided that the Prudential Secured Parties consent shall be deemed given solely with respect to any Critical Vendor Payment or KERP Payment that is specifically identified by payee, amount, timing, and purpose in a DIP Budget approved in writing by the Prudential Secured Parties, or by order of the Court.

4. **Adequate Protection for Prepetition Secured Lenders**. The Prepetition Secured Lenders are provided adequate protection by their consent to entry of this Interim Order, through their respective Replacement Liens on their Prepetition Collateral, and, as applicable, Permitted Senior Liens, and solely to the extent of any diminution in the value of their respective interests in the Prepetition Collateral resulting from, among other things, and only to the extent applicable, the subordination to the Carve Out and to the DIP Liens, the Debtors' use, sale, or lease of such Prepetition Collateral, and the

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imposition of the automatic stay from and after the Petition Date (collectively, and solely to the extent of such diminution in value, the "Diminution in Value") (and subject to the Carve Out and the Debtors' preserved rights pursuant to section 506(c) of the Bankruptcy Code), in the form of replacement security interests in and liens on substantially all of the Debtors' assets and property (with certain exclusions) and superpriority claims (in each case, in accordance with their relative priorities, and junior and subject to the liens and superpriority claims granted to the DIP Lender) any claims arising on account of such Diminution in Value, the "Prepetition Secured Lender Adequate Protection Claims."

Accordingly, under the circumstances of the Chapter 11 Cases, the Replacement Liens, Permitted Senior Liens (as applicable), together with the substantial benefits associated with the relief granted herein, provide adequate protection pursuant to Bankruptcy Code sections 361, 362, 363, and 364 to the Prepetition Secured Lenders.

a. *Senior Secured Lenders' Adequate Protection Liens*. The Senior Secured Lenders are hereby granted, effective and perfected upon the date of this Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, (i) in the case of Prudential, in the amount of Prudential's respective Prepetition Secured Lender Adequate Protection Claims, valid, perfected replacement security interests in and liens upon all of the DIP Collateral (the "Prudential Adequate Protection Liens"), (ii) in the case of BMO, in the amount of BMO's respective Prepetition Secured Lender Adequate Protection Claims, valid, perfected replacement security interests in and liens upon all of the BMO Prepetition Collateral (the "BMO Adequate Protection Liens" or the "BMO Replacement Liens", and together with the

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Prudential Adequate Protection Liens, the "Replacement Liens"), in each case subject and subordinate only to the DIP Liens, the DIP Superpriority Claims, the Carve-Out , in each case to the extent provided herein, and, solely with respect to assets subject to Permitted Senior Liens, such Permitted Senior Liens.

b. Notwithstanding anything herein to the contrary, the relative priority of the BMO Replacement Liens, the BMO Prepetition liens, the Prudential Adequate Protection Lines, and the Prudential Prepetition Liens, as between BMO and Prudential, shall in all respects remain subject to the Amended and Restated Intercreditor Agreement and nothing in this Interim Order shall alter, impair, waive, subordinate or otherwise modify such relative priorities, right, or remedies.

i. *Section 507(b) Claims*. The Prudential Secured Parties are hereby granted, subject to the Carve-Out, allowed superpriority administrative expense claims as provided for in section 507(b) of the Bankruptcy Code in the amount of the Prudential's respective Prepetition Secured Lender Adequate Protection Claims, which, to the fullest extent permitted under the Bankruptcy Code, shall be junior in priority to the DIP Superpriority Claims and the Carve-Out, pari passu with the BMO Superpriority Claim, and senior in priority in payment over any and all other administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the "Prudential 507(b) Claims"), which Prudential 507(b) Claims shall have recourse to and be payable from all prepetition and postpetition property of the Debtors and all proceeds thereof, excluding claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code, but including, subject to entry of the Final Order, any proceeds or property

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recovered, unencumbered or otherwise, from such avoidance actions, whether by judgment, settlement or otherwise. The Prudential Secured Parties shall not receive or retain any payments, property or other amounts in respect of the Prudential 507(b) Claims unless and until the DIP Obligations have been indefeasibly paid in cash in full and all commitments under the DIP Facility have been terminated.

ii. If the adequate protection provided in this Interim Order proves insufficient to protect against Diminution in Value of BMO's Prepetition Collateral, then BMO is hereby granted, subject to the Carve-Out (to the extent provided herein), allowed superpriority administrative expense claims as provided for in section 507(b) of the Bankruptcy Code which, to the fullest extent permitted under the Bankruptcy Code, shall be junior in priority to the DIP Superpriority Claims and the Carve-Out (to the extent provided herein), pari passu with the Prudential 507(b) Claims, and senior in priority in payment over any and all other administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code, which claims shall have recourse to and be payable from all prepetition and postpetition property of the Debtors and all proceeds thereof, excluding claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code, but including, subject to entry of the Final Order, any proceeds or property recovered, unencumbered or otherwise, from such avoidance actions, whether by judgment, settlement or otherwise. BMO shall not receive or retain any payments, property or other amounts in respect of the BMO's respective Prepetition Secured Lender Adequate Protection Claims unless and until the DIP Obligations have been indefeasibly paid in cash in full and all commitments under the DIP Facility have been terminated.

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5. **Perfection of DIP Liens and Adequate Protection Liens**. This Interim Order shall be sufficient and conclusive evidence of the validity, perfection and priority of the DIP Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, or other instrument or document that may otherwise be required under the law of any jurisdiction or the taking of any other action to validate or perfect the DIP Liens or to entitle the DIP Liens to the priorities granted herein. Notwithstanding the foregoing:

a. The DIP Lender may file such financing statements, deeds of trust, mortgages, security agreements, notices of liens and other similar documents, and is hereby granted relief from the automatic stay of Bankruptcy Code section 362 in order to do so, and all such financing statements, deeds of trust, mortgages, security agreements, notices and other agreements or documents shall be deemed to have been filed or recorded as of the Petition Date and no defect in any such act shall affect or impair the validity, perfection and enforceability of the liens granted hereunder;

b. The Debtors shall execute and deliver to the DIP Lender all such financing statements, deeds of trust, mortgages, security agreements, notices and other documents as the DIP Lender may reasonably request to evidence, confirm, validate or perfect, or to insure the contemplated priority of the DIP Liens; and

c. In lieu of obtaining such consents or filing any mortgages, financing statements, notices of lien or similar instruments, the DIP Lender may, in its sole discretion, choose to file a true and complete copy of this Interim Order in any place at which any such instruments would or could be filed, together with a description of the DIP Collateral, and such filing shall have the same effect as if such mortgages, deeds of

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trust, financing statements, notices of lien or similar instruments had been filed or recorded as of the Petition Date.

6. **Effect of DIP Termination Event**

a. *DIP Termination Event***.** For purposes of this Interim Order, the term "DIP Termination Event" shall mean: (i) the occurrence of the Repayment Date (as defined in the DIP Term Sheet), (ii) the occurrence of any material breach under this Interim Order by the Debtors or an Event of Default under the DIP Term Sheet, which Events of Default include (aa) failure to timely achieve any of the Chapter 11 Milestones set forth in the DIP Term Sheet or this Interim Order, (bb) material breach of any covenant set forth in the DIP Term Sheet or this Interim Order, (cc) misuse of the DIP Facility proceeds, and (dd) dismissal or conversion of any of the Chapter 11 Cases, or appointment of a trustee, or (iii) the acceleration of the DIP Obligations or termination of the DIP Facility in accordance with the terms of the DIP Term Sheet or this Interim Order. For the avoidance of doubt, upon the sale of all or any portion of the DIP Collateral, the proceeds of such sale of DIP Collateral shall be used to pay the DIP Obligations unless otherwise agreed by the DIP Lender. Debtors' acceptance of an offer to sell all or any portion of the DIP Collateral that would not pay the DIP Obligations in full shall constitute a DIP Termination Event.

b. *Exercise of Remedies*. Upon the occurrence of a DIP Termination Event, of which written notice (including via email) of the occurrence of such DIP Termination Event is delivered by the DIP Lender to the Notice Parties (as defined herein) (the "Remedies Notice" and such date, the "DIP Termination Declaration Date"), without further notice to, hearing of, application to, or order from this Court, subject to

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the expiration of the Remedies Notice Period (as defined below), the automatic stay provisions of section 362 of the Bankruptcy Code shall be vacated and modified to the extent necessary to permit the DIP Lender to take any of the following actions, at the same or different time: (i) declare the termination, reduction or restriction of any commitments under the DIP Facility to the extent any such commitment remains; (ii) declare all DIP Obligations to be immediately due and payable, without presentment, demand or protest or other notice of any kind, all of which are expressly waived by the Debtors; (iii) declare the termination, restriction or reduction of the DIP Facility and the DIP Term Sheet as to any further liability or obligation thereunder, but without affecting the DIP Liens, the DIP Superpriority Claims, or the DIP Obligations; (iv) charge default interest at the default rate set forth in the DIP Term Sheet; and (v) declare the termination, restriction, or revocation of the ability of the Debtors to use cash DIP Collateral.

c. *Remedies Notice Period*. The Debtors may seek an emergency hearing solely during the period beginning on the DIP Termination Declaration Date and through the date that is five (5) business days after the DIP Termination Declaration Date (such period, the "Remedies Notice Period"). If, notwithstanding the foregoing, a hearing cannot be scheduled prior to the expiration of the Remedies Notice Period, the Remedies Notice Period shall be deemed automatically extended until such time as the matter can be heard by the Court. At any hearing regarding a Remedies Notice, the Court may only consider whether an Event of Default has occurred or is continuing (other than, for the avoidance of doubt, the occurrence of the Repayment Date under the DIP Term Sheet). During the Remedies Notice Period, the Debtors shall not have the right to receive DIP Facility advances without the consent of the DIP Lender in its sole discretion, but shall

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continue to have the right to use DIP Collateral in accordance with the terms of this Interim Order and the Interim DIP Budget, solely to pay any expenses necessary to (i) preserve the Debtors' going-concern value or (ii) contest, in good faith, the occurrence of the Event of Default (other than, for the avoidance of doubt, the occurrence of the Repayment Date under the DIP Term Sheet); provided, however, that the professional fees and expenses of the Professional Persons (as defined below) shall be governed by terms hereof and subject to the Interim DIP Budget in all respects.

d. *Rights and Remedies Following Termination Date*. Following the expiration of the Remedies Notice Period and, unless the Repayment Date has not occurred and this Court has entered an order prior to the expiration of the Remedies Notice Period finding that an Event of Default has not occurred or is not continuing, the DIP Lender shall be entitled to exercise all rights and remedies in accordance with this Interim Order, the DIP Term Sheet, the other DIP Loan Documents (if any), applicable law, and the automatic stay of section 362 of the Bankruptcy Code shall automatically, without further order of this Court, be lifted, to allow the DIP Lender to pursue all rights and remedies in accordance with the DIP Term Sheet, the other DIP Loan Documents (if any), this Interim Order, and applicable law.

7. **Carve-Out.** The DIP Liens, DIP Superpriority Claims, the Prepetition Liens, the Replacement Liens, and the Prepetition Superpriority Claims (but excluding all prepetition and postpetition liens, interests, and claims of BMO Secured Parites with respect to subsection (iii) below) are subordinate only to the Carve Out or as otherwise provided in this Interim Order. The Carve Out shall mean a carve-out in an amount equal to the sum of (i) all fees required to be paid to the Clerk of the Court and to the U.S.

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Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate; (ii) all reasonable and documented fees and expenses incurred by a trustee under Bankruptcy Code section 726(b), in an aggregate amount not to exceed $50,000; (iii) to the extent allowed by the Court at any time, whether by interim order, procedural order or otherwise (unless subsequently disallowed), all unpaid fees and expenses (the "Professional Fees") incurred by persons or firms retained by the Debtors pursuant to Bankruptcy Code sections 327, 328, or 363 or by the Committee, pursuant to Bankruptcy Code sections 328 and 1103 (collectively, the "Professional Persons"), provided however, that in the event of a DIP Termination Event, Professional Fees incurred on and after the first business day following delivery of the Remedies Notice shall not exceed $250,000 in the aggregate.

8. **Effect of Stipulations on Third Parties**.

a. The Debtors' stipulations, admissions, agreements and releases contained in this Interim Order, including, without limitation, Findings G and H hereof (collectively, the "Debtors' Stipulations"), shall be binding upon the Debtors and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors) in all circumstances and for all purposes. The Debtors' Stipulations shall be binding upon all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors, in all circumstances and for all purposes unless (a) such committee or any other party in interest with requisite standing (in each

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case, to the extent requisite standing is obtained pursuant to an order of this Court entered prior to the expiration of the Challenge Period and subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to do so) has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, inter alia, in this paragraph) by no later than (i)(x) as to the Committee only, 60 calendar days from the formation of the Committee, (y) if the Chapter 11 Cases are converted to chapter 7 and a chapter 7 trustee or a chapter 11 trustee is appointed or elected prior to the end of the Challenge Period, then the Challenge Period for any such chapter 7 trustee or chapter 11 trustee shall be extended (solely as to such chapter 7 trustee and chapter 11 trustee) to the date that is the later of (1) 60 calendar days after entry of this Interim Order, or (2) the date that is 30 calendar days after the appointment of such chapter 7 or chapter 11 trustee, and (z) as for all other parties in interest, 60 calendar days after entry of this Interim Order; (ii) any such later date as has been agreed to in writing by the Debtors, the DIP Lender, and the Prepetition Secured Lenders; or (iii) any such later date as has been ordered by the Court for cause upon a motion filed and served within any applicable period (the time period established by the foregoing clauses (i)-(iii), the "Challenge Period"), (A) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition Secured Lenders' Prepetition Obligations or the Prepetition Secured Lenders' Prepetition Liens, or (B) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, the "Challenges") against the Prepetition Secured Lenders or their respective subsidiaries, affiliates, officers, directors,

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managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (each, a "Representative" and, collectively, the "Representatives") in connection with matters related to the Prepetition Secured Lenders' Prepetition Loan Documents, the Prepetition Secured Lenders' Prepetition Obligations, the Prepetition Secured Lenders' Prepetition Liens and the Prepetition Secured Lenders' Prepetition Collateral; and (b) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; provided, however, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim, and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever waived, released and barred, including any amended or additional claims that may or could have been asserted thereafter through an amended complaint under Fed. R. Civ. P. 15 or otherwise.

b. If no such Challenge is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding then: (1) the Debtors' Stipulations shall be binding on all parties in interest; (2) the obligations of the Debtors under the Prepetition Secured Lenders' Loan Documents, including the Prepetition Secured Lenders' Obligations, shall constitute allowed claims not subject to defense, avoidance, reduction, setoff, claim, counterclaim, cross-claim, recharacterization, subordination (whether equitable, contractual or otherwise), disallowance, impairment, recoupment, offset, avoidance, or any other challenge under

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the Bankruptcy Code or any applicable law or regulation by any person or entity, for all purposes in the Chapter 11 Cases, and any subsequent chapter 7 case(s); (3) the Prepetition Secured Lenders' Liens on the Prepetition Secured Lenders' Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, security interests and liens, not subject to defense, avoidance, reduction, setoff, claim, counterclaim, cross-claim, recharacterization, subordination (whether equitable, contractual or otherwise), disallowance, impairment, recoupment, offset, avoidance, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity; and (4) the Prepetition Secured Lenders' Obligations and the Prepetition Secured Lenders' Liens on the Prepetition Secured Lenders' Collateral shall not be subject to any other or further claim or challenge by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors) and any defenses, claims, causes of action, counterclaims and offsets by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against the Prepetition Secured Lenders and their Representatives arising out of or relating to any of the Prepetition Secured Lenders' Loan Documents, the Prepetition Secured Lenders' Obligations, the Prepetition Secured Lenders' Liens and

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the Prepetition Secured Lenders' Collateral shall be deemed forever waived, released and barred.

c. If any such Challenge is timely filed during the Challenge Period, the Debtors' Stipulations shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any statutory or non-statutory committee appointed or formed in the Chapter 11 Cases and on any other person or entity, except to the extent that such Debtors' Stipulations were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Prepetition Secured Lenders' Loan Documents, the Prepetition Secured Lenders' Obligations or the Prepetition Secured Lenders' Liens, and any ruling on standing, if appealed, shall not stay or otherwise delay the Chapter 11 Cases or confirmation of any plan of reorganization.

9. **Other Rights and Obligations**.

a. *Expenses*. The Debtors will be responsible for the DIP Lender's out of pocket reasonable fees and expenses incurred by the DIP Lender to negotiate and put the DIP Facility in place, to document the DIP Facility, to manage the DIP Facility, and to enforce the terms of the DIP Obligations. For the avoidance of doubt, the DIP Lender is authorized to apply the Expense Deposit (as defined in the DIP Term Sheet) to pay the fees and expenses described herein.

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b. *Binding Effect*. The provisions of this Interim Order shall be binding upon and inure to the benefit of the DIP Lender and the Prepetition Secured Lenders, the Debtors, and their respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors) whether in the Chapter 11 Cases, in any successor cases, or upon dismissal of any such chapter 11 or chapter 7 cases.

c. *Limitation on Surcharge.* No costs or expenses of administration of the Chapter 11 Cases or any successor case(s), or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the DIP Collateral, including Cash Collateral, or the Pre-Petition Secured Lenders, pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Lender or the Pre-Petition Secured Lenders, as applicable, and no consent shall be implied from any other action, inaction, or acquiescence by the DIP Lender or the Pre-Petition Secured Lenders. Nothing contained in this Interim Order shall be deemed to be a consent by the DIP Lender or the Pre-Petition Secured Lenders to any charge, lien, assessment, or claim against the DIP Collateral or the Pre-Petition Secured Lenders under section 506(c) of the Bankruptcy Code or otherwise; provided further that the foregoing waiver shall be without prejudice to any provisions of the Final Order with respect to costs or expenses incurred following the entry of such Final Order.

d. *Application of Collateral Proceeds*. To the extent required by this Interim Order and the DIP Term Sheet, unless otherwise ordered by the Court, after (a) a DIP Termination Event and (b) the receipt by the Debtors of written notice that the DIP

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Lender will no longer fund the Debtors through the proceeds of the DIP Facility, the Debtors are hereby authorized to remit to the DIP Lender, subject to the payment of the Carve-Out, one hundred percent (100%) of all collections on, and proceeds of, the DIP Collateral subject to the lien priorities set forth in Paragraph 2(d) herein until the DIP Obligations are paid in full, and the automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified to permit the DIP Lender to retain and apply all collections, remittances, and proceeds of the DIP Collateral in accordance with the DIP Term Sheet. In furtherance of the foregoing, (a) all cash, securities, investment property and other items of any Debtor deposited with any bank or other financial institution shall be subject to a perfected, security interest in favor of the DIP Lender, of first priority except to extent of any Permitted Senior Liens thereon, (b) upon the occurrence and during the continuance of an Event of Default (as defined in the DIP Term Sheet), each bank or other financial institution with an account of any Debtor is hereby authorized to (i) comply at all times with any instructions originated by the DIP Lender to such bank or financial institution directing the disposition of cash, securities, investment property and other items from time to time credited to such account, without further consent of any Debtor, including, without limitation, any instruction to send to the DIP Lender by wire transfer (to such account as the DIP Lender shall specify, or in such other manner as the DIP Lender shall direct) all such cash, securities, investment property and other items held by it, and (ii) waive any right of set off, banker's lien or other similar lien, security interest or encumbrance that is or may be invoked against the DIP Lender and (c) any deposit account or securities account control agreement executed and delivered by any bank or other financial institution or

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any Debtor prior to the Petition Date shall establish co-control in favor of the DIP Lender of any and all accounts subject thereto and any and all cash, securities, investment property and other items of any Debtor deposited therein to secure the DIP Obligations (provided that primary control rights shall vest in the DIP Lender), and all rights thereunder in favor of any Prepetition party shall inure also to the benefit of, and shall be exercisable exclusively by, the DIP Lender, until all of the DIP Obligations have been paid in full in cash.

e. *No Marshaling.* In no event shall the DIP Lender or the Prepetition Secured Lenders be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral, the DIP Obligations, the Prepetition Secured Lenders' Prepetition Obligations, the Prepetition Secured Lender Adequate Protection Claims, or the Prepetition Secured Lenders' Collateral; provided that the foregoing waiver shall be without prejudice to any provisions of the Final Order. Further, in no event shall the "equities of the case" exception in section 552(b) of the Bankruptcy Code apply to the Prepetition Secured Lenders with respect to proceeds, products, offspring, or profits of any Prepetition Secured Lenders; provided that the foregoing waiver shall be without prejudice to any provisions of the Final Order.

f. *Collateral Rights.* Subject to this Interim Order and any further order of the Court *entered* without the objection of the DIP Lender authorizing the Debtors to make payments to prepetition creditors, if any party who holds a lien or security interest in DIP Collateral that is junior or otherwise subordinate to the DIP Liens in such DIP Collateral receives or is paid the proceeds of such DIP Collateral, or receives any other payment with respect thereto from any other source prior to the indefeasible

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payment in full in cash and the complete satisfaction of all DIP Obligations, such junior or subordinate lienholder shall be deemed to have received, and shall hold, the proceeds of any such DIP Collateral in trust for the DIP Lender and shall immediately turn over such proceeds to the DIP Lender for application to repay the DIP Obligations in accordance with the DIP Term Sheet and this Interim Order until the DIP Obligations are indefeasibly paid in full in cash.

g. *Injunction*. Until such time as all DIP Obligations are indefeasibly paid in full in cash, the Debtors shall be enjoined and prohibited from, at any time during these Chapter 11 Cases, granting liens on DIP Collateral or any portion thereof to any other party, *pursuant* to section 364(d) of the Bankruptcy Code or otherwise, which liens are senior to or *pari passu* with the liens granted to the DIP Lender except in accordance with the DIP Term Sheet and this Interim Order.

h. *No Third Party Rights*. Except as explicitly provided for herein, this Interim Order does not *create* any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, third party or incidental beneficiary.

i. *Limits on Lenders' Liability*. Nothing in this Interim Order or in the DIP Term Sheet or any other documents related to this transaction shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Lender of any liability for any claims arising from any and all activities by the Debtors or any of their subsidiaries or affiliates in the operation of their businesses or in connection with their restructuring efforts. In (a) administering the DIP Facility, (b) extending other financial accommodations to the Debtors under the DIP Term Sheet, and (c) making the decision to collect the indebtedness and obligations of the Debtors, the DIP Lender shall not (x)

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owe any fiduciary obligation to the Debtors or any other party with respect to their exercise of any consent or other rights afforded them under the DIP Term Sheet or this Interim Order or (y) be deemed to be exercising control over any operations of the Debtors or acting in any way as a responsible person.

j. *Amendment*. The Debtors and the DIP Lender may amend, modify, supplement or waive any provision of the DIP Term Sheet without further notice to or approval of the Court (but upon two (2) Business Days' prior notice, solely to the extent reasonably practicable under the circumstances, having been given to counsel to the Committee (if any) *and* the U.S. Trustee of any formal amendment or modification; *provided* that such notice shall not be deemed to create any Committee or U.S. Trustee approval rights, unless such amendment or modification, (a) increases the interest rate or fees charged in connection with the DIP Facility (other than consent or amendment fees in connection with such amendment or modification); or (b) increases the commitments of the DIP Lender to make extensions of credit under the DIP Facility. Except as otherwise provided herein, no other waiver, modification, or amendment of any of the provisions hereof shall be effective unless set forth in writing, signed by, or on behalf of, all the Debtors and the DIP Lender, as applicable, and approved by the Court after notice to parties in interest.

k. *Priority of Terms*. To the extent of any conflict between or among (i) the express terms or provisions of any of the DIP Term Sheet, the Motion, any other order of this Court, or any other agreements, on the one hand, and (ii) the terms and provisions of this Interim Order, on the other hand, unless such term or provision herein

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is phrased in terms of "defined in" or "as set forth in" the DIP Term Sheet, the terms and provisions of this Interim Order shall govern.

l. *Survival of Interim Order*. Except to the extent approved by the DIP Lender and as may be set forth in the Final Order, the provisions of this Interim Order and any actions taken pursuant hereto shall survive, and shall not be modified, impaired or discharged by, any order which may be entered (i) confirming any chapter 11 plan in the Chapter 11 Cases, (ii) converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, (iii) dismissing any of the Chapter 11 Cases, (iv) terminating the joint administration of the Chapter 11 Cases, (v) withdrawing of the reference of any of the Chapter 11 Cases from this Court, or (vi) providing for abstention from handling or retaining of jurisdiction of any of the Chapter 11 Cases in this Court. Except to the extent approved by the DIP Lender and as may be set forth in the Final Order (if entered), the terms and provisions of this Interim Order, including all the rights, remedies, powers, privileges, liens, priorities, the DIP Liens and DIP Superpriority Claims granted pursuant to this Interim Order or the Final Order, and any protections granted to or for the benefit of the Prepetition Secured Lenders (including any adequate protection, if applicable), shall continue in full force and effect notwithstanding the entry of such order, or in the event any or all of the provisions of this Interim Order are hereafter modified, amended or vacated by a subsequent order of this Court or any other court, and such DIP Liens and DIP Superpriority Claims shall maintain their priorities as provided by this Interim Order and the DIP Term Sheet, until all of the DIP Obligations have been indefeasibly paid and fully satisfied.

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m. *Dismissal and Conversion*. If an order dismissing or converting any of these Chapter 11 Cases under sections 305 or 1112 of the Bankruptcy Code or otherwise, or appointing a chapter 11 trustee or a responsible officer or examiner with expanded powers, is at any time entered, such order shall provide that (a) the DIP Liens and the DIP Superpriority *Claims*, granted hereunder and in the DIP Term Sheet, shall continue in full force and effect, remain binding on all parties-in-interest, and maintain their priorities as provided in this Interim Order and the DIP Documents; and (b) this Court shall retain jurisdiction, notwithstanding such dismissal, for purposes of enforcing the DIP Liens and the DIP Superpriority Claims. Any order dismissing any of these Chapter 11 Cases shall not be effective until the DIP Liens on the DIP Collateral are fully perfected under applicable non-bankruptcy law.

n. *Subsequent Reversal or Modification*. This Interim Order is entered pursuant to section 364 of the Bankruptcy Code, and Bankruptcy Rules 4001(b) and (c), granting the DIP Lender all protections and benefits afforded by section 364(e) of the Bankruptcy Code.

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

p. *Assignment*. The DIP Lender may assign the DIP Facility, along with the DIP Collateral and DIP Liens, *without* consent or court, and the assignee shall have all the rights of DIP Lender hereunder.

q. *Waiver of any Applicable Stay*. Any applicable stay (including, without limitation, under Bankruptcy Rule 6004(h)) is *hereby* waived and shall not apply

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to this Interim Order and this Interim Order shall be immediately effective and enforceable upon its entry.

r. *Reservation of Rights of Prepetition Secured Lenders*. Under the circumstances and given that the above-*described* adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Lenders; provided that the Prepetition Secured Lenders may request further or different adequate protection, and the Debtors or any other party in interest may contest any such request.

10. **Final Hearing**. The Final Hearing to consider entry of the Final Order and final approval of the DIP Facility is scheduled for July 1, 2026, at 10:00 a.m. (prevailing Pacific Time) at the United States Bankruptcy Court for the Eastern District of Washington. The Debtors shall promptly mail copies of this Interim Order to the Notice Parties and to any other party that has filed a request for notices with this Court prior thereto and to any Committee after the same has been appointed, or Committee Counsel, if the same shall have been appointed. Any party in interest objecting to the entry of the proposed Final Order shall file written objections with the Clerk of the Court no later than June 25, 2026, which objections shall be served so that the same are received on or before such date by: (a) counsel for the Debtors; (b) counsel to the DIP Lender; (c) counsel for Prudential; (d) counsel for BMO; (e) counsel to any Committee; and (f) the U.S. Trustee (collectively, the "Notice Parties").

11. **Retention of Jurisdiction**. The Court has and will retain jurisdiction to enforce this Interim Order according to its terms.

BUSH KORNFELD LLP
LAW OFFICES
601 Union St., Suite 4630
Seattle, Washington 98101-2373
Telephone (206) 292-2110
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/// End of Order ///

Presented by:

BUSH KORNFELD LLP

By /s/ Jason Wax
Christine M. Tobin-Presser, WSBA #27628
Thomas A. Buford, WSBA #52969
Jason Wax, WSBA #41944
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and

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EXHIBIT A

DIP LOAN TERM SHEET

Brewster Heights Packing and Orchards, LP and Each of its Affiliates Companies

This term sheet (this "Term Sheet") summarizes the principal terms of a financing (the "DIP Loan") between the Borrowers and Sandton Capital Partners, LP and its Assigns ("Sandton" or "Lender") for a sale of the Borrower's business to a stalking horse bidder in a planned bankruptcy proceeding. Until such time as the Borrower achieves approval by the Bankruptcy Court (as defined below) and entry of the Interim DIP Order (as defined below) and the Final DIP Order (as defined below), each in form and substance acceptable to Lender, this Term Sheet is not a commitment to lend and is not binding upon Sandton. By receipt of these terms and conditions, the recipient acknowledges that these materials are confidential and proprietary to Sandton and, in consideration for Lender providing these materials to the recipient, the recipient undertakes not to disclose or provide these materials to third parties (except as set forth below under the heading "Confidentiality") without the consent of Sandton.

Lender:	Sandton Capital Solutions Master Fund VI, LP and/or one or more of its affiliated funds and accounts (the "Lender").
Borrowers:	Brewster Heights Packing and Orchards, LP and the direct and indirect subsidiaries identified as signing parties hereto (collectively, the "Borrowers").[1]
DIP Loan Amount:	Lender will provide a loan (the "DIP Loan") to Borrowers up to a funded amount not in excess of $72.0 million (the "Total Commitment Amount") based on the DIP Budget and as set forth in Funded Amount below, subject to the entry of an interim (the "Interim DIP Order") and a final order (the "Final DIP Order") approving the DIP Loan by the United States Bankruptcy Court for the Eastern District of Washington (the "Bankruptcy Court").
Use of Proceeds:	The DIP Loan will be available to Borrowers to fund operating expenses, portfolio company needs, restructuring costs, professional fees, case administration costs, repayment of any pre-petition bridge loan facility, and other general corporate purposes as set forth in a budget prepared by the Borrowers (the "DIP Budget"). The DIP Budget will be agreed to by Borrowers and Lender, and Prudential as a condition to its subordination to Lender's liens pursuant to the terms hereof.

[1] Gebbers Orchards, Inc., Gebbers Farms Inc., C&M II, LLC, D&E Storage, LLC, Northco, LLC, P&G Orchards, LLC, Repo, LLC, TJF Properties, LLC, Westco Orchards, LLC, Westco Sales, Inc., and such other entities as agreed to.

Funded Amount:	The DIP Loan shall be funded, up to a maximum amount of $72.0 million, as provided herein and on the below funding dates. • **Initial Draw, up to a funded amount of $20.0 million**. This amount will be immediately available for draw upon Bankruptcy Court approval and entry of the Interim DIP Order in form and substance acceptable to Lender. • **Maximum Additional Draws, up to a funded amount of $52.0 million**. The maximum additional draws will be up to a funded amount of $52.0 million in total, in accordance with duly executed and binding documentation to be executed and delivered by the parties (the "Definitive Documents"), upon Bankruptcy Court approval and entry of the Final DIP Order in form and substance acceptable to Lender.
Funding Dates:	• **Initial Draw, up to a funded amount of $20.0 million**. Available on the entry of the Interim DIP Order approving the DIP Loan on an interim basis (the "Initial Draw"). • **Additional Draws, up to a funded amount of an additional $52.0 million**. Upon Bankruptcy Court approval and entry of the Final DIP Order in form and substance acceptable to the Lender, an additional $52.0 million of the Total Commitment Amount will be immediately available for draw in accordance with the Definitive Documents. Additional draws will each be in a minimum funded amount of $5.0 million and subject to a 7-day advance notice (the "Additional Draws", which, when taken together with the Initial Draw, constitute the "Principal Amount"), provided that the aggregate funded amount of all Additional Draws may not exceed $52.0 million.

Maturity:	Lender will be entitled to immediate repayment of all outstanding obligations under the DIP Loan on the earliest of (collectively, the "Repayment Date"): (a) the effective date of the plan of reorganization; (b) closing on a sale of all or substantially all of the Borrowers' assets (unless otherwise agreed to by the parties); and (c) 9 months from the date of origination ("Maturity Date"), subject to extensions as set forth below (for a total of up to 12 months from the date of origination). Lender will consider converting some or all of the DIP Loan to an exit financing facility in conjunction with a sale or an emergence from chapter 11 (subject to terms agreeable to Lender and Lender's internal approvals).
Amortization:	None.
Prepayment:	The Borrower may prepay the DIP Loan in full or in part at any time (the date on which any such prepayment occurs, a "Prepayment Date"). There will be a mandatory repayment of the DIP Loan upon the sale of any assets with the net proceeds thereof (unless otherwise agreed to by the parties).
Loan Interest Rates and Fees:	The DIP Loan interest rates and fees will be as follows: (i) Issuance Fee: The Borrowers will pay Lender an issuance fee of 2.0% of the amount of the Initial Draw and each Additional Draw, which fee will be earned and payable on the date of each draw (the issuance fee will be capitalized and added to the Principal Amount but not counted against draw limits). (ii) Cash Interest: None. (iii) PIK Interest: The Borrowers will pay the Lender PIK interest at 12.5% per annum on the outstanding Principal Amount, which shall be added to the Principal Amount on a monthly basis but not counted against draw limits for any of the draws contemplated herein. The Borrower may choose to pay any portion of this PIK interest in cash on a monthly basis. (iv) Exit Fee: The Borrowers will pay the Lender an exit fee of 2.0% multiplied by the repaid Principal

	Amount. Such exit fees will be payable on the earlier to occur of any Prepayment Date and Repayment Date. (v) Default Interest Rate: During the occurrence and continuance of an Event of Default, the PIK interest rate will increase by 3.0%. (vi) Renewal Fees: If the DIP Loan is not repaid in full on or before the Maturity Date, time being of the essence, the Borrowers will pay to the Lender, in addition to all other fees and other amounts as set forth in this Term Sheet, a renewal fee of 1.0% of the Total Commitment Amount as of the Repayment Date, which shall extend the Repayment Date by an additional 3 months (the renewal fee will be capitalized and added to the Principal Amount at the time of extension, but, if applicable, will not count against draw limits). Borrowers shall be entitled to no more than one (1) 3-month extension period at the Maturity Date. (vii) Unused Fee: The Borrowers will pay the Lender an unused fee at 2.0% per annum on the undrawn outstanding Total Commitment Amount which shall be added to the Principal Amount on a monthly basis and will not count against draw limits for any of the draws contemplated herein. (viii) Minimum Multiple of Invested Capital. The Borrowers will pay the Lender a cash fee at exit such that the Lender's multiple of invested capital for each draw (the Initial Draws and each Additional Draw individually), exclusive of any fees, shall be no less than 1.125x.
Cash Flow Milestones:	Cash flow milestones to be such that Borrowers are within 20% of their aggregate trailing rolling disbursements per agreed DIP Budget (as approved by the Lender).
Collateral Security and Priority:	Other than certain real estate collateral and immaterial personal property collateral secured by perfected, unavoidable pre-petition liens of third party lenders other than Prudential, which permitted liens shall be scheduled and approved by Lender in its reasonable discretion ("Permitted Liens"),[2] the collateral and priority for the DIP Loan (the "Collateral") will

[2] Sandton to review and approve senior liens. Borrowers to provide schedule and copies of non-Pru CRE lender docs.

	include pursuant, to Bankruptcy Code sections 364(c)(1), 364(c)(2), 364(c)(3), and, subject to entry of the Final DIP Order, 364(d), a fully perfected first priority security interest in all of the existing and after-acquired real property and personal, tangible and intangible, assets of the Borrowers including, without limitation, all cash and cash equivalents (including the Restricted Cash), bank deposit and securities accounts, accounts, securities, shares other receivables, chattel paper, contract rights, inventory, instruments, documents, securities (whether or not marketable), equipment, fixtures, real property interests, franchise rights, general intangibles, investment property, supporting obligations, tax refunds, securities, franchise rights, letter of credit rights, commercial tort claims, causes of action and all substitutions, accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds, patents, tradenames, trademarks, copyrights, intellectual property and all substitutions, accessions and proceeds of such intellectual property, wherever located, including insurance or other proceeds. With respect to assets subject to Permitted Liens, Lender will receive 2nd or 3rd liens on such assets.
Chapter 11 Milestones:	The DIP Facility shall be subject to the following bankruptcy milestones: i. No later than three (3) business days after the Petition Date (subject to the Bankruptcy Court's docket) the Bankruptcy Court shall enter the interim order approving the DIP Facility which shall be in form and substance acceptable to the DIP Lender; ii. No later than thirty-five (35) calendar days after the Petition Date (subject to the Bankruptcy Court's docket), the Bankruptcy Court shall have entered the final DIP order approving the DIP Facility, which order shall be in form and substance acceptable to the DIP Lender; iii. No later than fourteen (14) business days after the Petition Date, the Debtors shall have filed an appropriate motion with the Bankruptcy Court in form and substance satisfactory to the DIP Lender for entry of an order providing for bid procedures for the sale of the Debtors' assets that establishes a date that is no later than seventy five (75)days after the Petition Date as the

	deadline for submission of binding bids with respect to the Debtors' assets, which motion shall also seek approval of a stalking horse bid, if available, no later than thirty five (35) prior to the bid deadline (the "<u>Bidding Procedures</u>"); iv. No later than thirty five (35) days after the Petition Date, the Bankruptcy Court shall have entered one or more order(s) (which shall be in form and substance acceptable to the DIP Lender) approving the bidding procedures (the "<u>Bid Procedures Order</u>"); v. Subject to the Bankruptcy Court's entry of the Bid Procedures Order, no later than eighty (80) days after the Petition Date, the Debtors shall have commenced an auction for all or substantially all of the Debtors assets, in accordance with the Bid Procedures Order; vi. No later than eighty five (85) days after the Petition Date, the Bankruptcy Court shall have entered one or more sale order(s) approving each of the winning bid(s) from such sales; and vii. Subject to the Bankruptcy Court's entry of an order approving the Debtors proposed Bidding Procedures, closing of the winning bid(s) shall have occurred no later than the date that is one hundred twenty (120) days after the Petition Date.
Covenants:	Affirmative, negative, and other financial and operational covenants customary for transactions of this type, including but not limited to: • Effective upon the entry of the Final DIP Order, minimum cash balance in an amount to be mutually agreed (which may be funded from borrowed funds); • Maximum capital expenditures; • No dividends or any other upstream payments or distributions other than any such dividends, payments or distributions (i) by any subsidiary to any Borrower or (ii) payable solely in common stock or other equity interests that is not disqualified equity or (iii) payable to an affiliate for services provided in the ordinary course after prior review and approval of Lender; • No change of control, except as may be permitted under applicable provisions of the Bankruptcy Code, including, but not limited to sections 363 or 1129 of the Bankruptcy Code;

	• Maintenance of appropriate insurances and addition of Lender as additional insured, lender's loss payee and/or mortgage, as applicable, under such insurance policies; • Limitations on additional debt, guarantees, and hedging arrangements, including the subordination of all intercompany indebtedness; • Limitations on liens and further negative pledges; • Limitations on sales, transfers, and other dispositions of assets other than as may be permitted under applicable provisions of the Bankruptcy Code, including, but not limited to sections 363 or 1129 of the Bankruptcy Code; • Limitations on loans and investments; • Agreed upon milestones for the Borrowers' chapter 11 cases, including confirmation of a plan of reorganization; and • Limitations on creating new subsidiaries or becoming a general partner in any partnership.
Representations and Warranties:	Usual and customary representations and warranties, including organization in good standing, validity of agreements, tax status, compliance with law, and operational and financial disclosures.
Reporting:	• Cash flow variance reporting provided weekly • Updated DIP Budgets provided monthly • Financial reporting generally provided by debtors in possession to their secured lenders in chapter 11 cases • Any reporting provided to other parties in interest in the Borrowers' chapter 11 cases
Customary Terms:	Usual and customary non-monetary terms, including, without limitation, releases of claims and causes of action, acknowledgements, and findings. For professional fees incurred pre-default, the liens securing the DIP obligations, the DIP obligations' status as "superpriority" claims, the "super-priority" claims and liens constituting adequate protection claims, and the liens securing the prepetition loan obligations shall be subject to a "carve-out" in favor of court approved professionals and the United States Trustee statutory fees in amounts consistent with the approved DIP Budget and approved by the Bankruptcy Court, following notice and a hearing. For fees incurred post default, the carve-out will be limited and capped in the amount of $250,000 in the aggregate for all court approved professionals. The carve out shall include such other customary terms for a

	transaction of this type (the "Carve-Out").
Events of Default:	Events of Default will include, in addition to other such events customarily found in transactions similar to the DIP Loan: • Payment defaults • Covenant defaults • Representation or warranty breaches Among other remedies, upon the occurrence and continuance of an Event of Default, and subject to a remedies notice period (as described in the Interim DIP Order) and the terms of the Interim DIP Order, the Lender may accelerate all of the DIP Loan obligations and enforce its remedies against the Collateral.
Expenses:	The Borrowers will be responsible for all reasonable and documented out of pocket fees and expenses incurred by the Lender to perform due diligence and in connection with the negotiation, preparation, documentation and administration of the Definitive Documents, and court approval, regardless of whether the transactions contemplated in this Term Sheet or in the Definitive Documents are consummated. The Borrowers will be responsible for all out of pocket fees and expenses incurred by Lender to enforce the terms of the DIP Loan or otherwise to protect its rights under the Definitive Documents. A deposit of $80,000 (the "Expense Deposit") shall be payable upon acceptance of this Term Sheet and used for transaction and diligence expenses. Any such reasonable and documented fees and expenses incurred by legal counsel to the Lender shall be paid timely in cash regardless of the DIP Budget.
Contingencies:	Lender has received the Expense Deposit, completed its due diligence (which must be satisfactory to Lender in its sole discretion), the parties have executed Definitive Documents (which, for purposes of the Initial Draw, may solely be this Term Sheet), the entry of the Interim DIP Order and the entry of the Final DIP Order consistent with the terms set forth herein.
Governing Law, Waiver of Jury Trial, Jurisdiction:	In connection with the transaction outlined in this Term Sheet, all parties agree: (i) that the law of the State of New

	York governs without regard to any conflict of law principals; (ii) to the waiver of a trial by jury; and (iii) to the exclusive jurisdiction of the Bankruptcy Court, and, if the Bankruptcy Court does not have (or abstains from) jurisdiction, to the jurisdiction of the state and federal courts located in the Eastern District of Washington. The Definitive Documents will be governed by New York law.
Exclusivity:	Borrowers agree to negotiate exclusively with Lender with respect to DIP financing and will not take any action, directly or indirectly, to encourage, initiate or, subject to the last sentence under this heading, engage in discussions with any other party concerning any DIP financing. Borrowers will neither solicit nor, subject to the last sentence of this heading, accept any competing bids concerning any DIP financing from any other party during the tenure of this Term Sheet. Notwithstanding the foregoing, to the extent any party approaches the Borrowers with a financing or other potential transaction that is more favorable to the Borrower than the terms described in this Term Sheet, the Borrowers shall be permitted to engage in discussions with such party. For the avoidance of doubt, the Borrowers are free to explore and negotiate either (i) a sale transaction (either in or out of court) or (ii) a financing transaction solely for the purpose of financing the Borrowers' operations outside of and in lieu of a Chapter 11 filing.
Confidentiality:	Prior to the Borrowers' commencement of a case under chapter 11 of the Bankruptcy Code, Borrowers shall not disclose to any person or entity the terms or conditions of this term sheet or any information about the transaction, including, without limitation, the existence, status, nature, terms or conditions of the discussions or actions by the parties relating to the potential transaction except Borrowers may disclose such matters (i) to their affiliates and their and their affiliates' employees, members, managers, administrators, directors, officers, partners, advisors and other agents who need to know such matters for the sole purpose of permitting Borrowers to evaluate or consummate the potential transaction, (ii) and to Borrowers' existing secured mortgage and operating lenders, (iii) as explicitly approved in advance in writing by Lender or (iv) to the extent, in the reasonable judgment of Borrowers, required by any applicable law or order, in which case Borrowers shall use commercially reasonable efforts to allow Lender reasonable time to

	comment on such disclosure in advance thereof.
Definitive Documents:	Other than the Initial Draw that may be documented solely by this Term Sheet, the DIP Loan will be documented by, among other things, a promissory note, security agreement, credit agreement, and mortgage(s), all of which will be in form and substance accept to Lender and subject to Bankruptcy Court approval.

[Signature page follows]

TERM SHEET

Brewster Heights Packing and Orchards, LP and Each of its Affiliates Companies

Agreed and accepted this May 11, 2026

Sincerely,

LENDER:
Sandton Capital Solutions Master Fund VI, LP

By: Robert Rice
Name: Robert Rice
Title: Authorized Person

BORROWERS:
Brewster Heights Packing and Orchards, LP, a Washington limited partnership

By: Gebbers Orchards, Inc., a Washington corporation, its sole General Partner

Signed by:
By: Daniel Gebbers
0D14AE29CB0641C...
Name: Daniel Gebbers
Title: its Interim President and CEO

[JOINDER OF ADDITIONAL BORROWERS TO BE ATTACHED]

EXHIBIT B

Draft Subject to Material Change

BHPO - Interim DIP Budget

($ in 000s)

Week # / Week Ending	Est. Stub Wk 6/4-6/6	Est. 1 6/13/26	Est. 2 6/20/26	Est. 3 6/27/26	Est. 4 7/4/26	4 Weeks 6/4-7/4
OPERATING CASH FLOW						
Operating Receipts						
CFM Receipts	$-	$400	$300	$1,400	$1,169	$3,269
Processor & Outside WH Receipts	-	-	-	1,313	-	1,313
Apple House Paid WH Expenses	-	795	-	795	428	2,018
Cash Receipts from Operations	**$-**	**$1,195**	**$300**	**$3,508**	**$1,597**	**$6,599**
Operating Disbursements						
Orchard Payroll	$-	$1,751	$-	$2,551	$-	$4,301
Warehouse Payroll	-	1,272	-	2,072	-	3,345
Salaried Payroll	-	-	300	71	300	671
Orchard AP Paid	-	711	711	1,422	1,422	4,265
Warehouse AP Paid	-	461	461	922	1,350	3,193
Cash Disbursements from Operations	**$-**	**$4,195**	**$1,472**	**$7,038**	**$3,072**	**$15,775**
Net Operating Cash Flow	**$-**	**($3,000)**	**($1,172)**	**($3,530)**	**($1,474)**	**($9,176)**
NON-OPERATING CASH FLOWS						
Chapter 11 Related Cash Flows						
Chapter 11 Professional Fees	$-	$-	$-	$-	$-	$-
US Trustee Fees	-	-	-	-	-	-
Independent Director Fees	-	60	-	-	60	120
First Day Motion Payments (Primarily CV)	-	875	875	875	875	3,500
Buyer Diligence	-	-	100	100	100	300
Utility Deposits	-	250	-	-	-	250
Total Chapter 11 Related Cash Flows	**$-**	**$1,185**	**$975**	**$975**	**$1,035**	**$4,170**
Financing Costs						
Lender Professional Fees	$-	$-	$-	$-	$-	$-
BMO 2025 Crop Collections	-	400	300	1,313	-	2,013
DIP Lender Fees & Debt Service	-	-	-	-	-	-
Other Debt Service	-	-	-	-	-	-
Total Financing Costs	**$-**	**$400**	**$300**	**$1,313**	**$-**	**$2,013**
Total Net Cash Flow before Financing	**$-**	**($4,585)**	**($2,447)**	**($5,818)**	**($2,509)**	**($15,359)**
LIQUIDITY						
Beginning Cash Balance	$708	$708	$21,123	$18,676	$12,858	$708
Total Net Cash Flow before Financing	-	(4,585)	(2,447)	(5,818)	(2,509)	(15,359)
DIP Facility Draw / (Repayment)	-	25,000	-	-	-	25,000
Ending Cash Balance	**$708**	**$21,123**	**$18,676**	**$12,858**	**$10,349**	**$10,349**
DIP Facility Balance						
Beginning Balance	$-	$-	$25,000	$25,000	$25,000	$-
Draw / (Repayment)	-	25,000	-	-	-	25,000
Ending Balance	**$-**	**$25,000**	**$25,000**	**$25,000**	**$25,000**	**$25,000**

Notice Recipients

District/Off: 0980−2	User: notice	Date Created: 6/10/2026
Case: 26−01136−FPC11	Form ID: pdf002	Total: 47

Recipients submitted to the BNC (Bankruptcy Noticing Center) without an address:

intp Gebbers Farms, Inc.
intp D&E Storge, LLC

TOTAL: 2

Recipients of Notice of Electronic Filing:

aty Andrew J Geppert GeppertA@ballardspahr.com
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aty Wendy Mengwen Feng wfeng@seyfarth.com

TOTAL: 17

Recipients submitted to the BNC (Bankruptcy Noticing Center):

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intp Regal Fruit International, LLC Polsinelli PC c/o Jane Pearson 1000 2nd Avenue, Suite 3500 Seattle, WA 98104
intp Sandton Capital Solutions Master Fund VI, LP c/o Ballard Spahr LLP 1301 Second Avenue, Suite 2800 Seattle, WA 98101
cr BMO Bank N.A. c/o Joseph A.G. Sakay Buchalter LLP 600 University Street, Suite 3100 Seattle, WA 98101−3126
intp Alycia Gebbers Tonkon Torp LLP c/o Danny Newman 1300 SW 5th Ave, Suite 2400 Portland, OR 97201
intp Cass Gebbers Tonkon Torp LLP c/o Danny Newman 1300 SW 5th Ave, Suite 2400 Portland, OR 97201
intp Cascade Holdings Group, LP Tonkon Torp LLP c/o Danny Newman 1300 SW 5th Ave, Suite 2400 Portland, OR 97201
intp Apple House Warehouse & Storage, Inc. Tonkon Torp LLP c/o Danny Newman 1300 SW 5th Ave, Suite 2400 Portland, OR 97201
ca Stretto 410 Exchange, Suite 100 Irvine, CA 92602
cr Wilbur−Ellis Company, LLC c/o Gina Anne Johnnie PO Box 2247 Salem, OR 97308
intp International Farming Management Company LLC c/o GIBSON, DUNN & CRUTCHER, LLP 200 Park Ave. New York, NY 10166
cr PGIM Real Estate Finance, LLC Seyfarth Shaw LLP c/o Wendy M. Feng 999 Third Ave., Suite 4700 Seattle, WA 98104
cr Borton & Sons, Inc. c/o Carter L. Fjeld Velikanje Halverson P.C. 405 East Lincoln PO Box 22550 Yakima, WA 98907
intp Gebbers Orchards, Inc. PO Box 735 Brewster, WA 98812
intp C&M II, LLC PO Box 735 Brewster, WA 98812
intp Eastco, LLC PO Box 735 Brewster, WA 98812
intp GF SA, LLC PO Box 735 Brewster, WA 98812
intp Northco, LLC PO Box 735 Brewster, WA 98812
intp P&G Orchards, LLC PO Box 735 Brewster, WA 98812
intp REPO, LLC PO Box 735 Brewster, WA 98812
intp TJF Properties, LLC PO Box 735 Brewster, WA 98812
intp Westco Orchards, LLC PO Box 735 Brewster, WA 98812
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TOTAL: 28