**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF DELAWARE**

| | |
|---|---|
| In re:<br><br>**LENA BRANDS LLC**, *et al.*,[1]<br><br>Debtors. | Chapter 11<br><br>Case No. 26-10792 (TMH)<br><br>(Jointly Administered)<br><br>**Re: D.I. No. 10** |

**SECOND INTERIM ORDER AUTHORIZING DEBTORS' LIMITED USE OF CASH COLLATERAL IN WHICH US FOODS ASSERTS AN INTEREST PURSUANT TO 11 U.S.C. §§ 361 AND 363**

Upon the motion (the "**Motion**"), the record before the Court, and US Foods, Inc.'s ("**US Foods**") consent to the relief requested on the terms set forth herein, and after due deliberation and sufficient cause appearing, the Court finds and orders as follows:

**THE COURT HEREBY FINDS AND DETERMINES THAT:**[2]

**A. Jurisdiction and Venue.** The Court has jurisdiction over these Chapter 11 Cases and the Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding, venue is proper, and the statutory predicates for relief are sections 105, 361, 362, 363, 503, 506, and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, and 9014.

**B. Commencement of Chapter 11 Cases.** On May 15, 2026 (the "**Petition Date**"), the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the

[1] The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal employer identification number, are: Lena Holdings LLC (6569); Lena Brands LLC (3815); and Lena Real Estate Holdings LLC (1167). The Debtors' mailing address is 13745 Omega Road, Dallas, Texas 75244.

[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 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.

United States Bankruptcy Court for the District of Delaware (the "**Court**"). The Debtors continue to operate and manage their businesses as debtors in possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

**C. Libertas Asserted Interest.** Libertas Funding, LLC ("**Libertas**") asserts liens against all Debtors on accounts, payment intangibles, letter-of-credit rights, rights to payment, related records, and proceeds held as of the Petition Date, and identifiable cash proceeds thereof, under certain merchant cash advance agreements with the Debtors. Libertas filed UCC financing statements dated September 18, 2024 and thereafter (through CT Corporation System, as Representative) against each of the Debtors describing such collateral (collectively, the "**Libertas Asserted Collateral**"). Nothing in this Interim Order authorizes the Debtors to use, sell, or lease any Libertas Asserted Collateral without Libertas's prior written consent or further order of the Court. All of Libertas's rights, claims, liens, defenses, and objections are expressly preserved in all respects, and nothing herein shall be construed as a waiver, modification, or impairment of any right or remedy of Libertas.

**D. US Foods Security Interest.** US Foods, Inc. ("**US Foods**") asserts a security interest against Lena Brands LLC in all existing and after-acquired personal property, including inventory, goods, equipment, fixtures, vehicles, accounts, and identifiable proceeds and products thereof (collectively, the "**US Foods Asserted Collateral**"), under a credit application executed on or about December 11, 2024 and a promissory note dated February 24, 2026 executed by Lena Holdings LLC and Lena Brands LLC as makers. The note evidences an original principal amount of $729,827.62 and relates to goods and services delivered and invoiced on or before November 21, 2025. US Foods filed a UCC financing statement against Lena Brands LLC on August 26, 2025 (Filing No. 20256286683) describing the US Foods Asserted Collateral. The Debtors and US

Foods have agreed that, for purposes of this Interim Order only, the Debtors' use of Cash Collateral hereunder, and the adequate protection provided to US Foods herein, US Foods shall be treated as a secured creditor of Lena Brands LLC with a security interest in the US Foods Asserted Collateral, excluding the following (collectively, the "**Excluded Assets**"): (i) any claims or causes of action arising under Chapter 5 of the Bankruptcy Code and the proceeds thereof; (ii) commercial tort claims; and (iii) postpetition accounts, receivables, and payment intangibles that do not constitute identifiable proceeds of prepetition US Foods Asserted Collateral within the meaning of Section 552(b)(1) of the Bankruptcy Code. This stipulation binds only the Debtors and does not prejudice the rights of Libertas, any official committee, trustee, or other party in interest to challenge the characterization, validity, perfection, priority, amount, or extent of US Foods' claims or liens within the Challenge Period set forth herein. US Foods also preserves all of its rights under the Perishable Agricultural Commodities Act, 7 U.S.C. § 499a *et seq.*, and to the trust funds created thereunder.

**E. Stipulated Claim Amount.** Solely for purposes of this Interim Order and the adequate protection provided hereunder, the Debtors acknowledge and stipulate that the aggregate amount of US Foods' secured claim is at least **$729,827.62** (the "**US Foods Secured Claim**"). The Debtors shall be bound by that stipulation and shall not challenge the validity, perfection, or amount of the US Foods Secured Claim; *provided*, *however*, that nothing herein shall constitute a stipulation or determination as to the identity, extent, or value of the US Foods Asserted Collateral, or the extent to which US Foods' claim is secured by identifiable proceeds under Section 552(b) of the Bankruptcy Code, all of which matters are expressly preserved for determination by the Court. Libertas, any official committee, trustee, or other party in interest with requisite standing may challenge the validity, enforceability, priority, amount, perfection, characterization, avoidability, or extent of the US Foods Secured Claim or the liens securing such claim within the Challenge Period set forth in Section 10 of this Interim Order.

**F. Cash Collateral; Scope of Authorization.** As used in this Interim Order, "Cash Collateral" shall mean "cash collateral" as defined by Section 363(a) of the Bankruptcy Code in which US Foods has or asserts an interest, limited to identifiable proceeds of prepetition US Foods Asserted Collateral; *provided*, *however*, that (i) nothing in this definition or this Interim Order shall constitute an admission, stipulation, or determination regarding the validity, perfection, priority, amount, extent, avoidability, or traceability of any asserted lien or interest of US Foods, Libertas, or any other party; (ii) this Interim Order does not authorize the Debtors to use any Libertas Asserted Collateral without Libertas's prior written consent or further order of the Court; and (iii) the Debtors' authority to use Cash Collateral under this Interim Order is limited to proceeds of US Foods Asserted Collateral and does not extend to the Libertas Asserted Collateral. The Debtors require the use of Cash Collateral to continue operating their businesses and to preserve the value of their estates.

**G. Payment Processor Disputed Funds.** Multiple parties assert ownership, security, or lien interests in funds held by Stripe, Inc. ("**Stripe**") and related payment processors (collectively, the "**Disputed Processor Funds**"), including Libertas and certain other parties to merchant or loan agreements. The Debtors estimate that total funds held by Stripe subject to competing claims exceed $700,000. The Disputed Processor Funds constitute Cash Collateral for purposes of the definitions herein; *provided*, *however*, that (a) the Debtors are not authorized to use the Disputed Processor Funds under this Interim Order unless and until such funds are released to the Debtors' estates free of all asserted interests, either by agreement among all affected parties, by turnover order under section 542 of the Bankruptcy Code, or by further order of the Court; (b) upon release of any Disputed Processor Funds to the Debtors' estates, the Debtors' use of such funds shall be subject to the procedures set forth in Section 4(h), requiring either a stipulated order with consent of the affected parties or a further order of the Court upon a showing of adequate protection; and (c) nothing herein constitutes an admission, stipulation, or determination regarding the validity, perfection, priority, amount, extent, enforceability, avoidability, characterization, or traceability of any party's asserted ownership or lien interest in the Disputed Processor Funds.

**H. Section 552; Postpetition Receivables.** Pursuant to Section 552(a) of the Bankruptcy Code, property acquired by the estate or the debtor after the commencement of the case is not subject to prepetition liens, except as provided in Section 552(b). To the extent US Foods proves a valid, perfected, unavoidable prepetition lien in the US Foods Asserted Collateral, US Foods may assert a continuing lien under Section 552(b)(1) in identifiable postpetition proceeds of such prepetition collateral. Nothing herein constitutes a stipulation, admission, or determination regarding whether any postpetition receivables constitute identifiable proceeds of prepetition collateral within the meaning of Section 552(b)(1), including whether revenue generated from restaurant operations constitutes "proceeds" of prepetition US Foods Asserted Collateral, or constitutes revenue from services not subject to prepetition liens under Section 552(a), and all Section 552 issues, including the applicability of the "equities of the case" limitation under Section 552(b), are expressly preserved for determination by the Court.

**I. Libertas Rights Preserved.** Libertas asserts ownership, security, or lien interests in accounts, receivables, payment intangibles, or proceeds of the Debtors. This Interim Order does not authorize the Debtors to use any cash, accounts, receivables, or proceeds in which Libertas holds or asserts an interest without Libertas's prior written consent or further order of the Court. All rights, claims, liens, defenses, objections, and remedies of Libertas are expressly preserved in all respects, including without limitation: (i) the right to object to any use, sale, or lease of property in which Libertas asserts an interest; (ii) the right to seek adequate protection; (iii) the right to assert priority over US Foods or any other party; (iv) the right to challenge the validity, perfection, priority, amount, extent, enforceability, avoidability, or traceability of any asserted lien or claim of US Foods or any other party; (v) all Section 552 rights and defenses; and (vi) all avoidance, subordination, and recharacterization claims and defenses. Nothing herein shall be construed as a waiver, modification, subordination, or impairment of any right or remedy of Libertas.

**J. Consent.**

US Foods consents to the Debtors' interim use of Cash Collateral (limited to identifiable proceeds of US Foods Asserted Collateral as set forth herein) on the terms and conditions set forth in this Interim Order. This consent is without prejudice to the rights of Libertas or any other party in interest expressly preserved herein, and nothing herein authorizes the Debtors to use any cash collateral in which Libertas asserts an interest.

**K. Good Faith; Good Cause.** The relief granted herein is necessary, fair, and reasonable. The Debtors and US Foods negotiated the terms reflected herein in good faith and at arm's length. This Interim Order is entered without prejudice to Libertas, and Libertas has not consented to the relief granted herein.

Based upon the foregoing findings, and after due consideration, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

**1. General.** The Motion is **GRANTED** on an interim basis as set forth herein. The findings of the Court set forth above are incorporated herein by reference as though set forth in full. All objections to this Interim Order, to the extent not withdrawn, waived, settled, or resolved, are hereby denied and overruled on the merits.

2. **Authorization to Use Cash Collateral.** Subject to the terms and conditions of this Interim Order, the Debtors are authorized to use Cash Collateral (limited to identifiable proceeds of US Foods Asserted Collateral) on an interim basis solely in accordance with the budget attached hereto as **Exhibit 1** (the "**Budget**"), as such Budget may be amended from time to time in accordance with this Section 2 or by order of the Court. The Debtors may propose amendments to the Budget by providing written notice thereof to US Foods, Libertas and the United States Trustee. US Foods shall have five (5) business days after receipt of such notice to object to the proposed amendment. If US Foods does not timely object, the proposed amendment shall be deemed approved and shall become effective upon expiration of such five (5) business day period. If US Foods timely objects to a proposed amendment, the Debtors may seek Court approval of such amendment on an expedited basis upon notice to US Foods, the United States Trustee, and counsel for Libertas. Notwithstanding any other provision of this Interim Order, the Debtors are not authorized to use Libertas Asserted Collateral without Libertas's prior written consent or further order of the Court. The Debtors shall not use Cash Collateral for any purpose not set forth in the Budget without providing five (5) business days' prior written notice to US Foods and affording US Foods an opportunity to object; *provided*, *however*, that if US Foods timely objects, the Debtors may seek Court approval of such use on an expedited basis.

3. **Permitted Variance.** The Debtors shall not be deemed in default of this Interim Order for any deviation from the Budget, provided such deviation does not exceed **15%** of the total budgeted disbursements on a cumulative basis (the "**Permitted Variance**"). The Debtors may reallocate amounts among line-item categories in the Budget without the consent of US Foods, so long as total disbursements do not exceed the Permitted Variance, measured on a cumulative basis during the applicable Budget period, and the reallocation does not reduce amounts allocated to the

Carve-Out. Notwithstanding the foregoing, the Debtors are authorized to make disbursements outside the Budget, without regard to the Permitted Variance and without the prior consent of US Foods, for (i) expenditures reasonably necessary to protect the health or safety of employees, customers, or the public and (ii) expenditures reasonably necessary to avoid the imminent loss of a material vendor relationship or a critical asset of the Debtors' estates, in each case subject to the Carve-Out. The Debtors shall provide US Foods with written notice of any expenditure made pursuant to clauses (i) or (ii) of the preceding sentence within three (3) business days of such expenditure.

**4.** **Adequate Protection.** As adequate protection for US Foods' interest in the Cash Collateral pursuant to sections 361 and 363(e) of the Bankruptcy Code, and any diminution in the value of such interest from and after the Petition Date, the Debtors hereby grant the following:

**a)** As used in this Section 4, "diminution in value" means any actual diminution in value of US Foods' interest in the US Foods Asserted Collateral, within the meaning of section 361 of the Bankruptcy Code, resulting from the imposition of the automatic stay under section 362 of the Bankruptcy Code, the Debtors' use, sale, or lease of property under section 363 of the Bankruptcy Code, or the grant of a lien under section 364 of the Bankruptcy Code, and does not include any reduction in value attributable to any other cause.

**b)** **US Foods Replacement Liens.** Pursuant to section 361 of the Bankruptcy Code, US Foods is granted replacement liens on postpetition US Foods Asserted Collateral and identifiable proceeds thereof (the "**Adequate Protection Liens**"), to the same extent and priority as US Foods' prepetition liens and solely to the extent of any actual diminution in value of the US Foods Asserted Collateral. The Adequate Protection Liens do not attach to accounts, receivables, or payment intangibles (other than to the extent constituting identifiable proceeds of prepetition US Foods Asserted Collateral) and are subject to the Carve-Out, senior liens, section 546(b) relation-back liens, Excluded Assets, and all challenge rights.

**c)** **US Foods Superpriority Claim.** To the extent the Adequate Protection Liens are insufficient to compensate for any diminution in value of the US Foods Asserted Collateral, US Foods shall have an allowed superpriority administrative expense claim pursuant to Section 507(b) of the Bankruptcy Code (the "**Superpriority Claim**"), subject to the Carve-Out (as defined below) and the limitations set forth in this Interim Order. Nothing herein grants US Foods an automatic cash adequate protection payment or superpriority administrative expense claim absent further order of the Court after notice and an opportunity for hearing.

d) **US Foods Reporting.** The Debtors shall provide US Foods with financial reporting reasonably requested by US Foods, at reasonable intervals and upon reasonable advance notice, to the extent such reporting is reasonably related to the Debtors' use of Cash Collateral or US Foods' adequate protection.

e) **Petition-Date Receivables Schedule.** Within ten (10) business days after entry of this Interim Order, the Debtors shall provide to counsel for Libertas a schedule of all accounts receivable, payment intangibles, and rights to payment existing as of the Petition Date (the "**Petition-Date Receivables Schedule**"), including for each receivable the account debtor name, invoice date, invoice amount, and collection status as of the Petition Date. The Debtors shall update the Petition-Date Receivables Schedule upon reasonable request by Libertas, not more frequently than once every fourteen (14) days, to reflect collections received and the disposition of such collections after the Petition Date. Nothing in this Section 4(e) shall constitute an admission, stipulation, or determination regarding the validity, perfection, priority, or extent of any asserted lien or interest of Libertas or any other party in such receivables or their proceeds.

f) **Libertas Rights.** Nothing in this Interim Order grants any adequate protection, replacement lien, superpriority claim, or other relief to Libertas. All rights, claims, liens, defenses, objections, and remedies of Libertas are expressly preserved in all respects, including without limitation the right to seek adequate protection, to object to any use of cash collateral, and to assert priority over US Foods or any other party. Libertas may seek supplemental or additional relief from the Court at the Final Hearing or otherwise.

g) **Disputed Processor Funds.** The Debtors are not authorized to use any Disputed Processor Funds (as defined in Finding G) under this Interim Order. All rights of Libertas and any other party asserting an interest in the Disputed Processor Funds are expressly preserved. Nothing in this Interim Order grants any party adequate protection, replacement liens, or other relief with respect to the Disputed Processor Funds.

h) **Resolution of Libertas Cash Collateral.** Nothing in this Interim Order authorizes the Debtors to use any Libertas Asserted Collateral. A further order authorizing the Debtors' use of Libertas Asserted Collateral may be submitted to the Court under certification of counsel, signed by counsel for the Debtors, Libertas, and US Foods, without the need for a further motion or hearing, and shall be effective immediately upon entry. All parties in interest have had an opportunity to appear at the first-day hearing and object to the relief requested herein, and the failure of any party to appear shall not require additional notice to such party for purposes of any stipulated order submitted pursuant to this Section 4(h). If the Debtors, Libertas, and US Foods are unable to agree on the terms of a stipulated order, the Debtors may request an emergency hearing before the Court on shortened notice to seek authorization to use Libertas Asserted Collateral upon a showing of adequate protection. Nothing in this Interim Order shall be construed as prejudicing or impairing Libertas's or any other party's rights with respect to the Libertas Asserted Collateral.

**5.** **Carve-Out.** The Carve-Out applicable to the US Foods Asserted Collateral is senior to the Adequate Protection Liens and the Superpriority Claim, subject to any valid lien that is perfected postpetition and relates back under section 546(b) of the Bankruptcy Code, and consists of: (i) all fees required to be paid to the Clerk of the Court and the Office of the United States Trustee under 28 U.S.C. § 1930(a), plus statutory interest; (ii) up to **$15,000** of reasonable fees and expenses incurred by a trustee under section 726(b) of the Bankruptcy Code; (iii) Allowed Debtor Professional Fees (as used herein, "**Allowed Debtor Professional Fees**" means reasonable fees and expenses of professionals retained by the Debtors pursuant to sections 327, 328, 330, or 331 of the Bankruptcy Code that are allowed by the Court, whether by interim order, final order, or otherwise) incurred before, or on the first business day after, delivery by US Foods of a Carve-Out Trigger Notice, in the following staged amounts: (A) **$75,000** upon entry of this Interim Order; and (B) an additional **$75,000** upon entry of the Final Order, for a maximum aggregate Debtor Professional Fee carve-out under this clause (iii) of **$150,000**; (iv) Allowed Debtor Professional Fees incurred after the first business day following delivery of a Carve-Out Trigger Notice, capped at **$15,000** (the "**Post-Trigger Cap**"); (v) budgeted fees and expenses of the claims and noticing agent, capped at **$15,000**; and (vi) if an official committee of unsecured creditors is appointed in these Chapter 11 cases, up to **$15,000** in reasonable fees and expenses incurred by professionals retained by such committee for investigation of claims against US Foods or matters related to the adequate protection and priority issues raised in this Interim Order (the "**Committee Investigation Budget**"), which amount may be increased upon further agreement of the parties or order of the Court. "**Carve-Out Trigger Notice**" means written notice by US Foods to counsel for the Debtors and the United States Trustee, following a Termination Event, stating that the Post-Trigger Cap has been invoked. For the avoidance of doubt, the Carve-Out set forth in this Section 5 applies only to Cash Collateral in which US Foods asserts an interest; any carve-out applicable to cash collateral in which Libertas or any other party asserts an interest shall be as set forth in any subsequent stipulated order or further order of the Court authorizing the use of such collateral. The Debtors shall fund an escrow account maintained by Pierson Ferdinand LLP (the "**Debtors' Fee Escrow Account**") as provided in the Budget. Amounts in the Debtors' Fee Escrow Account shall not be subject to the liens or claims granted to US Foods under this Order except to the extent such amounts exceed the applicable Carve-Out amounts, and in all cases remain subject to the section 546(b) savings language herein. The Adequate Protection Liens are deemed perfected upon entry of this Interim Order, subject to senior liens, section 546(b) relation-back liens, and all reservations herein.

**6.** **No Proof of Claim Required.** US Foods shall not be required to file a proof of claim in these Chapter 11 cases with respect to the US Foods Secured Claim. The Debtors' acknowledgment of the US Foods Secured Claim herein shall be deemed to constitute a timely filed proof of claim.

7. **Section 506(c) Waiver.** Subject in all respects to the Carve-Out and the Debtors' Fee Escrow Account, the Debtors waive any right to surcharge the US Foods Asserted Collateral or the Adequate Protection Liens under section 506(c) of the Bankruptcy Code for costs and expenses incurred after entry of this Interim Order. This waiver applies only as to US Foods (the consenting creditor under this Interim Order) and does not affect any surcharge rights as to any other creditor's collateral. No waiver under section 506(c) of the Bankruptcy Code shall apply to any Chapter 7 trustee, Chapter 11 trustee, or other estate representative under this Interim Order.

8. **Termination Events.** The Debtors' authorization to use Cash Collateral under this Interim Order shall terminate upon the earliest to occur of any of the following (each, a "**Termination Event**"):

a) the expiration of the Interim Period without extension thereof, unless the Debtors and US Foods agree on an amended Budget, the Court has approved an amended or extended Budget, or the Debtors have filed a motion seeking Court approval of an amended or extended Budget and such motion remains pending;

b) the conversion of these Chapter 11 cases to cases under Chapter 7 of the Bankruptcy Code or the dismissal of these Chapter 11 cases;

c) the appointment of a Chapter 11 trustee or examiner with expanded powers;

d) the entry of an order modifying, staying, reversing, or vacating this Interim Order in a manner that materially and adversely affects US Foods' adequate protection rights hereunder, without the prior consent of US Foods;

e) the failure of the Debtors to comply in any material respect with any provision of this Interim Order (including failure to comply with the Budget, subject to the Permitted Variance), which failure is not cured within five (5) business days after written notice thereof from US Foods to the Debtors; or

f) the entry of an order granting relief from the automatic stay with respect to any material asset of the Debtors' estates having a fair market value, as reasonably determined by the Debtors in good faith or as determined by the Court, in excess of $100,000.

**9. Remedies Upon Termination.** Upon the occurrence of a Termination Event, US Foods shall provide five (5) business days' written notice (the "**Enforcement Notice**") to the Debtors, counsel for the Debtors, the United States Trustee, counsel for Libertas, and any official committee of unsecured creditors appointed in these Chapter 11 cases (the "**Notice Period**"). During the Notice Period, the Debtors shall be authorized to continue using Cash Collateral solely to pay (i) ordinary-course operating expenses, (ii) payroll and employee benefits, (iii) taxes, (iv) insurance premiums, and (v) professional fees and expenses necessary to seek emergency relief from the Court (collectively, "**Essential Expenditures**"), in each case in accordance with the Budget and Carve-Out (subject to the Permitted Variance). If the Debtors dispute the occurrence of a Termination Event, the Debtors may request an emergency hearing before the Court on no less than three (3) business days' notice to US Foods. Nothing herein shall limit the right of the United States Trustee, Libertas, US Foods, any official committee of unsecured creditors appointed in these Chapter 11 cases, or any other party in interest to seek emergency relief from the Court during the Notice Period on any grounds. If any party timely requests an emergency hearing during the Notice Period and the Court is unable to schedule such hearing before the expiration of the Notice Period, the Notice Period shall be automatically extended through the date of such hearing. At the conclusion of the Notice Period, as it may be extended pursuant to the preceding sentence, unless the Court, after notice and an opportunity for hearing, orders otherwise, the Debtors' right to use Cash Collateral (other than for Essential Expenditures pending resolution of any emergency motion) shall cease. Notwithstanding the foregoing, US Foods shall not exercise any remedies against property of the Debtors' estates without first obtaining a further order of the Court authorizing such remedies, which order may be sought on an emergency basis.

**10. Challenge Period; Burden of Proof; Priority Disputes. (a) Challenge Period.** The Debtors' stipulations, acknowledgments, and agreements set forth in this Interim Order, including Findings D and E, bind the Debtors, and the Debtors shall not commence or prosecute a Challenge. A "**Challenge**" means an adversary proceeding or contested matter commenced by Libertas, an official committee of unsecured creditors, any trustee, or any other non-Debtor party in interest with requisite standing, within seventy-five (75) days after entry of this Interim Order (or the Final Order, if different), challenging the validity, enforceability, priority, amount, perfection, characterization, avoidability, or extent of the US Foods Secured Claim or the liens securing such claim. If no Challenge is timely commenced, the stipulations herein shall bind non-Debtor parties in interest solely with respect to matters that could have been raised in a timely Challenge, except as expressly preserved herein.

**11. Matters Preserved.** The following matters are expressly preserved: (i) whether any postpetition receivable or cash constitutes identifiable proceeds of prepetition US Foods Asserted Collateral subject to a valid section 552(b)(1) interest of US Foods; (ii) whether any revenue, receivables, or cash generated by Lena Brands LLC constitutes Cash Collateral subject to any asserted interest of US Foods or Libertas; (iii) the validity, perfection, priority, amount, extent, enforceability, avoidability, or traceability of any asserted US Foods or Libertas lien, claim, or proceeds interest; (iv) the relative priority as between Libertas, US Foods, and any other party with respect to any accounts, receivables, inventory, goods, proceeds, or payment processor funds; (v) entity-level ownership of receivables or the effect of any UCC filing that names Lena Holdings LLC but not Lena Brands LLC or Lena Real Estate Holdings LLC; (vi) whether the interests of Libertas or any other party who asserts ownership or security interest in the Disputed Processor Funds or any other property constitutes a valid, perfected, enforceable, unavoidable, and nonavoidable lien or claim, and whether such asserted interest should be recharacterized, avoided, subordinated, or otherwise disallowed; (vii) whether the Disputed Processor Funds constitute property of the Debtors' estates subject to turnover under section 542 of the Bankruptcy Code; and (viii) whether the CT Corporation System agent filings dated September 18, 2024 and thereafter were filed on behalf of Libertas or another party, and the effect of any such determination on lien priority.

**12. Burden of Proof; Priority Disputes.** For the avoidance of doubt, this subsection is intended only to reflect applicable law and does not alter, expand, or shift any burden of proof, create any presumption, or determine any disputed issue. Any party asserting a section 552(b) proceeds lien in postpetition receivables, cash, deposit accounts, or other property bears the burden of establishing the validity, perfection, priority, amount, extent, enforceability, avoidability, and traceability of such asserted interest. Any Libertas/US Foods priority or tracing dispute may be resolved by further order of the Court in a later contested matter or adversary proceeding.

**13. Extension.** If a Chapter 7 or Chapter 11 trustee is appointed before the Challenge Period expires, the Challenge Period for such trustee shall be extended to the later of (i) seventy-five (75) days after entry of this Interim Order (or the Final Order, if different) and (ii) thirty (30) days after the trustee's appointment. The Challenge Period may be extended only with US Foods' written consent or by order of the Court for cause shown.

**14. Modification of Automatic Stay.** The automatic stay imposed under Section 362(a) of the Bankruptcy Code is modified as necessary to effectuate the terms and provisions of this Interim Order, including to permit the Debtors to grant the Adequate Protection Liens and the Superpriority Claim, and to perform their obligations hereunder; provided, however, that nothing herein modifies the automatic stay to prohibit or impair the perfection of any lien to the extent permitted by section 546(b) of the Bankruptcy Code, and nothing herein primes, subordinates, impairs, or otherwise affects any valid lien that is perfected postpetition and relates back under section 546(b), or determines priority with respect to any asserted interest of Libertas or any other party.

**15. Miscellaneous.**

a) No waiver of marshaling or any similar doctrine shall be effective under this Interim Order.

b) This Interim Order binds and benefits the Debtors, US Foods, and their respective successors and assigns, including any trustee or examiner appointed in these Chapter 11 cases or any successor cases, subject to the Carve-Out, Excluded Assets, the Challenge Period, any timely Challenge, and preserved trustee and estate-representative rights. This Interim Order does not bind Libertas or any other party that has not consented hereto, and all rights of Libertas and such other parties are expressly preserved.

c) This Interim Order shall be governed by the Bankruptcy Code and, to the extent applicable, Delaware law.

d) Notice of the Motion, this Interim Order, and the requested relief was provided to the parties served with the Motion and is consistent with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

e) Section headings in this Interim Order are for convenience only and shall not affect the interpretation hereof.

f) Except as expressly set forth herein, this Interim Order creates no third-party beneficiary rights.

g) This Interim Order is effective and enforceable immediately upon entry and shall not be stayed under Bankruptcy Rule 6004(h).

**16. Reservation of Rights; Libertas Rights Preserved.** Except as expressly provided herein, all rights, claims, defenses, objections, and remedies of the Debtors, any committee, any trustee, the U.S. Trustee, Libertas, US Foods, and all parties in interest are preserved, including rights to challenge any claim, lien, priority, amount, extent, perfection, enforceability, avoidability, characterization, or traceability. Without limiting the foregoing, all of Libertas's rights, claims, liens, defenses, objections, and remedies are expressly preserved in all respects, including without limitation: (i) the right to assert first-priority status with respect to prepetition accounts and receivables based on UCC filings dated September 18, 2024 and thereafter; (ii) the right to object to any use, sale, or lease of property in which Libertas asserts an interest; (iii) the right to seek adequate protection; (iv) the right to assert priority over US Foods or any other party; (v) all Section 552 rights and defenses; and (vi) all avoidance, subordination, and recharacterization claims and defenses. Nothing in this Interim Order shall be construed as a waiver, modification, subordination, or impairment of any right or remedy of Libertas. If an official committee of unsecured creditors is appointed after entry of this Interim Order, such appointment shall be without prejudice to such committee's right to seek modification of this Interim Order, and without prejudice to the rights of Libertas, US Foods, the Debtors, and any other party in interest to object to any such requested modification on any basis.

**17. Final Hearing; Stipulated Orders.** A final hearing (the "**Final Hearing**") to consider entry of a final order authorizing the use of Cash Collateral shall be held on **June 17, 2026, at 10:00 a.m.** (prevailing Eastern Time), or at such other date and time as the Court may designate. At the Final Hearing, the Debtors may seek (i) final authorization to use Cash Collateral in which US Foods asserts an interest, (ii) authorization to use any Disputed Processor Funds that have been recovered by the Debtors' estates, and/or (iii) authorization to use any cash collateral in which Libertas or any other party asserts an interest, in each case upon appropriate notice and subject to any objection by Libertas or any other party. Notwithstanding the foregoing, and without limiting the procedures set forth in Section 4(h), if the Debtors, Libertas, US Foods, and the United States Trustee reach agreement on the terms of a further cash collateral order prior to the Final

Hearing, such stipulated order may be submitted to the Court under certification of counsel without the need for a further motion, subject to the notice and objection procedures set forth in Section 4(h). Objections, if any, to the entry of the Final Order shall be filed and served no later than **June 10, 2026,** at 4:00 p.m. (prevailing Eastern Time) upon: (a) counsel for the Debtors, Pierson Ferdinand LLP, Attn: Mette H. Kurth, 3411 Silverside Road, Baynard Building, Suite 104-13, Wilmington, DE 19810 (mette.kurth@pierferd.com); (b) counsel for Libertas, Weir LLP, Attn: Jeffrey S. Cianciulli, Widener Building, 1339 Chestnut Street, Suite 500, Philadelphia, PA 19107 (jcianciulli@weirlawllp.com); (c) counsel for U.S. Foods, Inc., Cozen O'Connor, Attn: Marla Benedek, 1201 N. Market Street, Suite 1001, Wilmington DE 19801 (mbenedek@cozen.com); (d) the Office of the United States Trustee for the District of Delaware, Attn: Linda Casey, 844 King Street, Suite 2207, Wilmington, DE 19801 (Linda.Casey@usdoj.gov). If no objections are timely filed with respect to US Foods' consent to the use of Cash Collateral as set forth herein, this Interim Order may be deemed a final order with respect to US Foods' consent only, without prejudice to the rights of Libertas or any other party to object to any expanded use of cash collateral at the Final Hearing or otherwise.

**18. Interim Period.** This Interim Order shall be effective immediately upon entry hereof and shall remain in full force and effect until the earliest of (a) June 18, 2026, (b) the occurrence of a Termination Event and the expiration of the applicable Notice Period, or (c) further order of the Court. In the event this Interim Order or any authorization contained herein is vacated, stayed, reversed, or modified on appeal, such vacatur, stay, reversal, or modification shall not affect (i) the validity of any good-faith use of Cash Collateral by the Debtors in accordance with this Interim Order prior to the effective date of such vacatur, stay, reversal, or modification, or (ii) the validity, enforceability, or priority of the Adequate Protection Liens actually provided hereunder, solely to the extent of the actual diminution in value of US Foods' protected collateral interest during such period, without determining priority as against Libertas or any other party, and subject in all respects to the Challenge Period, any timely commenced Challenge, the Carve-Out, the exclusion of the Excluded Assets, any valid lien that is perfected postpetition and relates back under section 546(b) of the Bankruptcy Code, and all rights of Libertas expressly preserved herein. The Adequate Protection Liens and the Superpriority Claim shall survive entry of any order converting these Chapter 11 cases to cases under Chapter 7 of the Bankruptcy Code, dismissing these Chapter 11 cases, or appointing a trustee in these cases, and such liens and claims shall continue in full force and effect notwithstanding any such conversion, dismissal, or appointment, subject in all respects to the Challenge Period, any timely commenced Challenge, the Carve-Out, the exclusion of the Excluded Assets, any valid lien that is perfected postpetition and relates back under section 546(b), and all rights of Libertas and other parties expressly preserved herein. Nothing in this Section 18 shall expand US Foods' rights beyond those expressly granted in this Interim Order, determine priority as against Libertas or any other party, prejudice or impair any right of Libertas, or limit the rights of any non-Debtor party in interest under the Challenge Period or the reservations set forth herein.

**19. No Modification Without Court Approval; Reservation of Adequate Protection Rights.** This Interim Order may be modified, amended, or supplemented by written agreement of the Debtors and US Foods, effective only upon approval by the Court; *provided*, *however*, that nothing herein shall limit the Court's authority to modify, amend, supplement, interpret, or enforce this Interim Order upon motion by the Debtors, Libertas, or any other party in interest after notice and an opportunity for hearing. US Foods is not agreeing that the adequate protection provided hereunder is or will remain sufficient, and US Foods reserves the right to request additional or different adequate protection at any time, which request shall be effective only after approval by the Court.

**20. Retention of Jurisdiction.** The Court shall retain jurisdiction to enforce the terms and provisions of this Interim Order, to adjudicate any and all matters arising from or related to the interpretation or implementation of this Interim Order, and to enter the Final Order.

Thomas M. Horan

**Dated: May 28th, 2026**
**Wilmington, Delaware**

**THOMAS M. HORAN**
**UNITED STATES BANKRUPTCY JUDGE**