UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE

In re: O'BRIEN ENERGY RESOURCES CORP. Debtor.[1]	Chapter 11 Case No. 26-10092-KB

INTERIM ORDER: (I) AUTHORIZING THE USE OF CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION; AND (III) GRANTING RELATED RELIEF

This matter is before this Court on the *Motion of Debtor for Entry of an Order: (I) Authorizing the Use of Cash Collateral; (II) Granting Adequate Protection; and (III) Granting Related Relief on Shortened Notice* [Dkt. No. 115] (the "**Motion**") filed by the Debtor;[2] and due and sufficient notice under the circumstances of the Motion and the hearing on the Motion having been provided by the Debtor; and upon consideration of the Motion, and the record at the hearing; and it appearing that approval of the Interim Order is fair and reasonable and in the best interests of the Debtor, its estate, and all parties in interest, and is essential for the continued preservation of the Debtor's assets; and after due deliberation and consideration and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND:

A. On the Petition Date, the Debtor commenced its chapter 11 case in the Bankruptcy Court.

B. The Debtor is continuing to manage its assets and operate its business as debtor-in-possession.

[1] The last four digits of O'Brien Energy Resources Corp.'s federal taxpayer identification number are 3764 and its principal place of business is 18 Congress Street, Portsmouth, NH 03801.
[2] Capitalized terms used, but not defined in this Interim Order, shall have the meaning ascribed to such terms in the Motion.

C. The Bankruptcy Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. The Debtor has an immediate need to use Cash Collateral to have adequate liquidity to provide for, among other things, the orderly continuation of its business, to maintain business relationships, and to preserve the value of the Debtor's assets.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The Motion is **GRANTED** on an interim basis as set forth in this Interim Order.

2. The Debtor is authorized to use Cash Collateral in accordance with and to the extent set forth in the budget attached hereto as **Exhibit A** (the "**Budget**") on an interim basis, with recognition and allowance that the timing of revenue and expenses may be different than as projected in the Budget. The Debtor's use of Cash Collateral pursuant to this Interim Order shall be limited to 125 percent (125%) of the aggregate expenditures as set forth in the Budget. The Debtor's authority to use Cash Collateral under this Interim Order shall continue until the Final Hearing (defined below).

3. No payments shall be made to the "Critical Vendor" line in the Budget without separate Court order authorizing critical vendor payments in this Case, with all objections to any such motion reserved.

4. Drummond Woodsum, as counsel to the Debtor, and Bernstein, Shur, Sawyer & Nelson, P.A., as counsel to the Committee, are authorized to retain the funds described in the Budget as the "Drummond Woodsum" and "Creditors Committee Attorney – Bernstein Shur" in their IOLTA accounts pending further order of this Court. Any professional who receives payments from any of these escrowed funds irrevocably agrees that the Court has the authority to order the

disgorgement or return of any funds. The Debtor shall disclose the total amount held by Drummond Woodsum in each of its monthly operating reports filed with this Court.

5. On or before the Thursday of each week, the Debtor shall provide to counsel to Newburyport, the Committee, and the U.S. Trustee a comparison of actual to projected performance under the Budget for the prior week.

6. As adequate protection for the Debtor's use of Cash Collateral, and pursuant to Bankruptcy Code §§ 361, 363(c)(2), and 363(e), Newburyport shall be entitled to receive a monthly cash payment in the amount of $20,050.57. As further adequate protection for the Debtor's use of Cash Collateral, the Prepetition Lienholders shall be granted, solely to the extent of any diminution in the value of each Prepetition Lienholder's valid and unavoidable interests in Cash Collateral of the Debtor (subject to all defenses of the Debtor and estate, including lack of perfection and valuation) from and after the Petition Date (such diminution in value after the Petition Date, the "**Adequate Protection Obligations**"), liens on all assets of the Debtor and its estate (other than the proceeds of any avoidance actions), which shall exist in the same extent, validity, and order of priority that existed as of the Petition Date among the Prepetition Lienholders (the "**Adequate Protection Liens**"). In addition to the Adequate Protection Liens, pursuant to and solely to the extent set forth in the applicable loan documents and § 552 of the Bankruptcy Code, the Prepetition Lienholders shall continue to hold liens, rights as assignee, and/or security interests in any and all property of the Debtor to the same extent and validity, and in the same priority, as the Prepetition Lienholders may have held liens, rights as assignee, and/or security interests in the Debtor's assets at the Petition Date (the "**Continuing Liens**").

7. The Adequate Protection Liens and Continuing Liens shall be valid, binding, enforceable, and fully perfected without the necessity of the execution, filing, or recording of security agreements, financing statements, or other agreements.

8. To the extent the Adequate Protection Liens and Continuing Liens are insufficient to cover the Adequate Protection Obligations in their entirety, the remaining, unsatisfied Adequate Protection Obligations due to a Prepetition Lienholder (as may be determined by the Court after notice and hearing, with all defenses thereto reserved) shall constitute allowed administrative claims against the Debtor to the extent provided by § 507(b) of the Bankruptcy Code.

9. The Debtor, estate, and all parties in interest reserve all rights regarding the validity, perfection, avoidability, value of any security interest, and right to adequate protection of any Prepetition Lienholder in Cash Collateral or other assets of the Debtor and the estate, including, without limitation, because such Prepetition Lienholder (a) failed to properly perfect a security interest in Cash Collateral (or any other asset), and (b) the value of such Prepetition Lienholder's unavoidable, properly perfected interest in Cash Collateral as of the Petition Date was zero based on the value of the collateral and the priority of such interests in the collateral. Nothing in this Interim Order shall constitute a finding or determination by the Court (i) that any party (including any Prepetition Lienholder) has a valid, perfected, and/or unavoidable interest in Cash Collateral or any other asset as of the Petition Date, (ii) that any party (including any Prepetition Lienholder) is entitled to adequate protection as a matter of law or fact, or (iii) regarding the valuation of collateral or the extent of any security interest in any collateral as of or after the Petition Date.

10. The terms and conditions of this Interim Order shall be effective and immediately enforceable upon its entry on the docket notwithstanding any potential application of Bankruptcy Rules 6004, 7062, 9014, or otherwise.

11. A final hearing on the Motion shall take place before this Court on **July 1, 2026 at 11:00 a.m.** (the "**Final Hearing**").

12. The Debtor shall file and serve a proposed Final Order and revised Budget, if applicable, **on or before June 18, 2026**.

13. Objections, if any, to the relief requested in the Motion being granted on a final basis shall be filed with this Court and served upon proposed counsel for the Debtor, the Prepetition Lienholders, the Committee, on all parties appearing in the case, and the Office of the United States Trustee, **on or before June 26, 2026**.

14. This Interim Order constitutes findings of fact and conclusions of law and shall take effect and be fully enforceable effective immediately.

15. This Court reserves the right to enter such further orders as may be necessary regarding the use of Cash Collateral to provide for payment of any administrative claims for wage and trade creditors who have supplied goods or services to the Debtor during the period of operation under the Interim Order and which remain unpaid at the time of termination of authorized Cash Collateral usage, and which goods or services have created additional collateral for a secured claimant.

Date: June 8, 2026

/s/ Kimberly Bacher
Kimberly Bacher
Chief Bankruptcy Judge

O'Brein Energy
13 Week Budget
Week Ending-May 30, 2026-August 22, 2026

EXHIBIT
A
tabbies

	1 WE 5/30/2026	2 WE 6/6/2026	3 WE 6/13/2026	4 WE 6/20/2026	5 WE 6/27/2026	6 WE 7/4/2026	7 WE 7/11/2026	8 WE 7/18/2026	9 WE 7/25/2026	10 WE 8/1/2026	11 WE 8/8/2026	12 WE 8/15/2026	13 WE 8/22/2026	Actual Total
Cash Receipt Assumptions														
Oil-See Weekly Forecast Schedule-Net of taxes-8.33%	-	-	228,360	228,360	-	-	-	220,993	220,993	-	-	228,360	-	**1,127,065**
Gas-See Weekly Forecast Schedule-Net of taxes-8.33%	-	-	-	-	152,229	-	-	-	-	147,318	-	-	152,229	**451,775**
when cash is available	-	-	-	25,000	-	-	-	-	25,000	-	-	-	25,000	**75,000**
AR Collections-See AR Matrix	4,833	4,833	4,833	4,833	4,833	4,833	4,833	4,833	4,833	4,833	4,833	4,833	4,833	**62,834**
Money Held by Liens/MCA Related-Assume all released	-	-	-	-	-	-	-	200,000		-	-	-	588,884	**788,884**
Total Cash Receipts	**4,833**	**4,833**	**233,193**	**258,193**	**157,062**	**4,833**	**4,833**	**425,827**	**250,827**	**152,151**	**4,833**	**233,193**	**770,946**	**2,505,558**
Cash Disbursement Assumptions														
Critical Vendors-Need to Pay to Get them Working Again-Subject to court approval														
Firesteal Well Service										25,000				**25,000**
Kerwell Service										25,000				**25,000**
Max Water Hauling										20,000				**20,000**
Kissig Water Services										6,000				**6,000**
JM Webber Chem										10,000				**10,000**
Loan Star										10,000				**10,000**
KLH Consulting-Kansas										15,000				**15,000**
Well Pumpers-AVG % of 8%	13,550	-	18,655	20,655	12,565	-	-	34,066	20,066	12,172	-	18,655	61,676	**212,061**
Water Hauling-AVG % of .5%	2,000	-	1,166	1,291	785	-	-	2,129	1,254	761	-	1,166	3,855	**14,407**
Chemicals-AVG% of .25%	1,000	-	583	645	393	-	-	1,065	627	380	-	583	1,927	**7,203**
Hot Oiling-AVG of .25%	1,000	-	583	645	393	-	-	1,065	627	380	-	583	1,927	**7,203**
Electrical and Gas-3%	7,000	-	6,996	7,746	4,712	-	-	12,775	7,525	4,565	-	6,996	23,128	**81,442**
Royalties-20%	20,000	-	46,639	51,639	31,412	-	-	85,165	50,165	30,430	-	46,639	154,189	**516,278**
Taxes-8.33%, taken from gross production	-	-	19,425	21,507	13,083	-	-	35,471	20,894	12,674	-	19,425	64,220	**206,700**
Philips 66 Flow Fees				10,000				10,000					10,000	**30,000**
Payroll Wages and Taxes-See detailed list	9,292	9,292	9,292	9,292	9,292	9,292	9,292	9,292	9,292	9,292	9,292	9,292	9,292	**120,796**
Ms. Vetter, LLC-Outside Bookkeeper	1,665	1,665	1,665	1,665	1,665	1,665	1,665	1,665	1,665	1,665	1,665	1,665	1,665	**21,645**
First Light Fiber-Phone-$350,		350					350				350			**1,050**
Unitil-$200			200				200				200			**600**
Eversource		1,100				1,100					1,100			**3,300**
Insurance-GL, Umbrella, Equipment-$98,825			7,636					7,636				7,636		**22,908**
Workers Comp Insurance-Utica National		1,250				1,250					1,250			**3,750**
Healt Insurance-Marketplace Reimbursements-Joe and Mark	-	-	-	-	-	1,700					1,700			**3,400**
Email O 365/Go Daddy-Paid on Citi Card		504				504					504			**1,512**
Verizon Wireless		377				377					377			**1,131**
Office Expenses and Postage	50	50	50	50	50	50	50	50	50	50	50	50	50	**650**
Office Rent-18 Congress		10,300				10,300					10,300			**30,900**
Cam Fees -18 Congress		1,064				1,064					1,064			**3,192**
Property Taxes-18 Congress	-	-	-	6,190	-	-	-	-	-	-	-	6,190	-	**12,380**
Newburyport Bank Adequate Protection	-	-	-	-	-	20,051	-	-	-	-	20,051	-	-	**40,102**
Leaf Capital-Contract 100-2762591-007-Balance-$59,740	-	-	-	-	-	348	-	-	-	-	348	-	-	**697**
Leaf Capital-Contract 100-1014953-028-Balance-$25,184	-	-	-	-	-	147	-	-	-	-	147	-	-	**294**
Leaf Capital-Contract-100-2762591-008-Balance-$73,732	-	-	-	-	-	430	-	-	-	-	430	-	-	**860**
Leaf Capital-Contract-100-276591-009-Balance-$21,737	-	-	-	-	-	127	-	-	-	-	127	-	-	**254**
Leaf Capital-Contract-100-2762591-011-$27,894	-	-	-	-	-	163	-	-	-	-	163	-	-	**325**
Alliance Funding Group-Contract-2023-1420-Balance-$71,536-Assume Interest only, cram rate to 7%	-	-	-	-	-	417	-	-	-	-	417	-	-	**835**
Alliance Funding Group-Contract-22-18026-Balance $17,857	-	-	-	-	-	104	-	-	-	-	104	-	-	**208**
Alliance Funding Group-Contract-23-124282-Balance-$154,193	-	-	-	-	-	899	-	-	-	-	899	-	-	**1,799**
Alliance Funding Group-Contract 25-151912-$82,694	-	-	-	-	-	482	-	-	-	-	482	-	-	**965**
First Foundation Bank-$54,335	-	-	-	-	-	317	-	-	-	-	317	-	-	**634**
First Federal Leasing-$46,515	-	-	-	-	-	271	-	-	-	-	271	-	-	**543**
M2 Lease Funds-$229,779	-	-	-	-	-	1,340	-	-	-	-	1,340	-	-	**2,681**
M2 Lease Funds-$147,161	-	-	-	-	-	858	-	-	-	-	858	-	-	**1,717**
Xerox Copier-$144 per month	144	-	-	144	-		-	144	-	-	-	144	-	**576**
Dues and Subscriptions			1,000				1,000				1,000			**3,000**
Creditors Committee Attorney-Bernstein Shur	-	-	-	-	-	40,000	-	-	-	-	20,000	-	-	**60,000**
Drummond Woodsum			-			60,000					30,000			**90,000**
BCM Advisory Group			-			40,000					20,000			**60,000**
U.S Trustee Fees			-			-		5,000						**5,000**
Total Cash Disbursements	**55,701**	**25,952**	**113,890**	**131,470**	**74,350**	**193,258**	**12,557**	**205,523**	**112,165**	**183,370**	**124,808**	**119,024**	**331,929**	**1,683,998**
														-
Change in Cash	**(50,868)**	**(21,119)**	**119,303**	**126,723**	**82,712**	**(188,425)**	**(7,724)**	**220,304**	**138,661**	**(31,218)**	**(119,975)**	**114,169**	**439,016**	**821,560**
Cash at the Beginning	**127,000**	**76,132**	**55,014**	**174,317**	**301,040**	**383,752**	**195,327**	**187,603**	**407,907**	**546,568**	**515,350**	**395,374**	**509,544**	**127,000**
														-
Cash at the End	**76,132**	**55,014**	**174,317**	**301,040**	**383,752**	**195,327**	**187,603**	**407,907**	**546,568**	**515,350**	**395,374**	**509,544**	**948,560**	**948,560**