David B. Zolkin– Bar No. 155410
*dzolkin@WZTLfirm.com*
WEINTRAUB ZOLKIN TALERICO & SELTH LLP
11766 Wilshire Blvd., Suite 730
Los Angeles, CA 90025
Telephone: 310-207-1494

[Proposed] General Bankruptcy Counsel for Rolling Greens Nursery, Inc., Debtor and Debtor in Possession

FILED & ENTERED

JUN 02 2026

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY llewis DEPUTY CLERK

CHANGES MADE BY COURT

**UNITED STATES BANKRUPTCY COURT**

**CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**

In re:

ROLLING GREENS NURSERY, INC., a California corporation,

Debtor and Debtor in Possession.

Case No. 2:26-bk-14978-NB

Chapter 11

Subchapter V

**INTERIM ORDER GRANTING DEBTOR'S EMERGENCY MOTION FOR ORDER (1) AUTHORIZING DEBTOR TO OBTAIN POST-PETITION FINANCING PURSUANT TO 11 U.S.C. § 364; (2) AUTHORIZING DEBTOR'S USE OF CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363; (3) AUTHORIZING ADEQUATE PROTECTION AND (4) SETTING A FINAL HEARING**

**Initial Hearing**:
Date: May 22, 2026
Time: 9:00 a.m.

Final hearing:
Date: June 9, 2026
Time: 3:00 p.m.

Courtroom: 1545
255 East Temple Street
Los Angeles, CA 90025

A hearing was held at the above-referenced date, time, and location on the *Emergency Motion for Order (1) Authorizing Debtor to Obtain Post-Petition Financing Pursuant to 11 U.S.C. § 364; (2) Authorizing Debtor's Use of Cash Collateral Pursuant to 11 U.S.C. § 363; (3) Authorizing Adequate Protection and (4) Setting a Final Hearing Pursuant to 11 U.S.C. § 363 and Fed. R. Bank. Proc. 4001* (the "Motion")[1] [Dkt. 9] filed by Rolling Greens Nursery, Inc. (the "Debtor"), the debtor and debtor-in-possession in the above-captioned Chapter 11, Subchapter V bankruptcy case (the "Case"). Appearances were set forth on the record. Capitalized terms used but not defined herein shall have the meanings given them in the Motion. Having, considered the Motion, all papers filed in support of the Motion, the record in this Case, and the arguments and comments of counsel at the hearing, and for the reasons stated on the record,

THE COURT HEREBY FINDS AS FOLLOWS

A. Notice of the Motion was sufficient and adequate under the circumstances and complies with the Bankruptcy Code, the Bankruptcy Rules and any other applicable law and rules, and no further notice relating to this proceeding is necessary or required.

B. The Debtor has an immediate and exigent need to obtain the funds offered by the DIP Lender under DIP Facility in order to pay for the expenses set forth in the Budget (a true and correct copy of which is attached hereto as **Exhibit 1**), and the administrative expenses of the Debtor's bankruptcy estate (the "Estate"). Payment of such expenses is necessary to enable the Debtor to avoid immediate, irreparable harm to the Debtor and its Estate.

C. The DIP Facility, the terms of which are set forth in the Motion and in this Order, offers the Debtor and the Estate post-petition financing on terms that are very favorable to them and to which no commercial third-party lender reasonably could be expected to extend to them.

D. The terms of the DIP Facility are fair and reasonable, reflect the Debtor's reasonable exercise of its business judgment consistent with its fiduciary duties and constitute reasonably equivalent value and fair consideration.

[1] Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Motion.

E. The terms of the DIP Facility have been negotiated by the Debtor and the DIP Lender in good faith and at arm's length such the Court's approval of the DIP Facility is in the best interests of the Debtor and the Estate. All of the Debtor's obligations and indebtedness to the Lender arising under or in connection with the DIP Facility have been extended by the DIP Lender in "good faith" as such term is used in § 364(e), and in express reliance upon the protections set forth therein, and the DIP Lender is entitled to, and is granted, the full protection of § 364(e) in the event that this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise.

F. The use of Cash Collateral as requested in the Motion is also a sound exercise of the Debtor's business judgment and the Debtor and the terms pursuant to which the Debtor seeks to use Cash Collateral are consistent with its fiduciary duties. The Debtor has an immediate and exigent need to obtain approval to use Cash Collateral as requested in the Motion.

G. The Debtor has requested immediate entry and the immediate effectiveness of this Interim Order such that any stay of this Interim Order under applicable law, including without limitation, Bankruptcy Rules 4001 and 6004, are waived. Absent the immediate effectiveness of this Interim Order, the Estate will be immediately and irreparably harmed.

H. The adequate protection to be granted to the Prepetition Secured Creditors that the Debtor has proposed and described in the Motion is fair and reasonable.

I. Good cause has been shown for the entry of this Interim Order. For the sake of completeness, and to explain this Court's reasoning, a copy of this Court's tentative ruling that was posted prior to the hearing is attached hereto as **Exhibit A**. At the Initial Hearing Debtor adequately addressed the issues raised in the tentative ruling.

As such, IT IS HEREBY ORDERED AS FOLLOWS:

1. The Motion is granted as set forth in this Interim Order. This Interim Order is valid and binding on all parties-in-interest, and their respective successors and assigns (including any representative of the Estate appointed in this Subchapter V proceeding or if the Case is converted to chapter 7), and is fully effective immediately upon its entry.

2. The Debtor is authorized to borrow from the DIP Lender pursuant to the DIP Facility, up to the principal amount of $350,000, and to incur and perform all obligations under the DIP Facility as set forth herein.

3. The terms of the DIP Facility shall be as follow:

a. **Principal Amount of Credit Line**: Up to $350,000, funded as needed.

b. **Interest Rate**: 0%

c. **Lender Fees**: None

d. **Debt Service**: The Debtor will not be required to pay make any payment on the DIP Facility until the Maturity Date (defined below), at which time payment in full will be required.

e. **Prepayment Penalty**: None

f. **Cost Reimbursement**: The DIP Lender will be entitled to be reimbursed for his reasonable and documented out-of-pocket expenses incurred in connection with the DIP Facility, including without limitation, his professional fees, and expenses.

g. **Term of DIP Facility**: All obligations under the DIP Facility shall become immediately due and payable upon the earlier of (1) May 20, 2027, (2) the closing date of any transactions that have the cumulative effect of transferring substantially all assets of the Debtor, (3) effective date of any plan of reorganization or liquidation of the Debtor confirmed by the Court, and (4) unless waived in writing by the DIP Lender, the acceleration of the DIP Loan as a result of the occurrence of an Event of Default (collectively, the "Maturity Date").

h. **Liens and Other Adequate Protection**: The Debtor's obligations under the DIP Facility are deemed (1) an allowed Super-Priority Claim (as defined below), and (2) immediately secured by a valid, binding, continuing, enforceable, fully perfected and unavoidable lien against all of the Debtor's assets, except that claims and causes of action of the Estate under Chapter 5 of the Bankruptcy Code, and the proceeds thereof shall not be subject to such lien (collectively, the "Collateral"), (B) such liens shall be subject only to (i) any valid, binding, perfected and enforceable liens against such assets that existed as of the Petition Date (the "Prepetition Liens") and (ii) the Carve-Out (collectively, the "DIP Lien"), with such DIP Lien effective immediately upon the entry of the Interim Order without the DIP Lender being required to record any security interests or UCC Financing Statements, provided that the DIP Lender shall be authorized to do so; provided further, that any automatic perfection of the DIP Lien provided herein shall be subject to any applicable limitations regarding the Court's authority, jurisdiction, or due process. For sake of clarity, the DIP Lien against the proceeds of the DIP Facility shall be senior in priority to the lien of any other party, including any Prepetition Secured Creditor.

i. **Super-Priority Claim**: Pursuant to Bankruptcy Code section 364(c)(1), this Interim Order, and any subsequent order granting the Motion on a final basis following a final hearing (hereafter, the "Final Order"), all obligations under the DIP Facility at all times shall constitute allowed super-priority administrative expense claims in the Case and in any successor case (without need to file a proof of claim), having priority in payment over any and all allowed administrative expense claims, secured claims, unsecured claims, and all other claims against Debtor, whensoever arising, of any kind or nature, subject only to the Carve-Out.

j. **Events of Default**: It is an automatic Event of Default under the DIP Facility if

(i) Any security interest or lien granted in favor of the DIP Lender by the Court ceases to be in full force and effect or of the same priority that exists as of the date of the Interim Order or is asserted by the Debtor not to be a valid and perfected security interest in or lien on the Debtor's assets.

(ii) The Court (1) dismisses this Case, (2) converts the Case to a case under chapter 7 of the Bankruptcy Code, (3) appoints a trustee or examiner in the Case pursuant to Bankruptcy Code § 1104, (4) appoints any committee of creditors in the Case, (5) expands the powers of the Trustee, or (6) removes Debtor from possession of the Estate.

(iii) The Debtor files, supports, or fails to oppose any motion filed in the Case that seeks any of the relief identified in the immediately preceding paragraph.

(iv) The Debtor files, supports or fails to oppose a motion seeking, or the Court enters, an order in the Case (1) approving additional financing under Bankruptcy Code § 364 that would in any way be *pari passu* or senior to DIP Lender's Super-Priority Claim and DIP Lien as granted in this Interim Order and/or the Final Order (unless such financing is proposed to refinance and pay in full the Debtor's obligations under the DIP Facility with the termination of any obligation of the DIP Lender to advance funds to the Estate), (2) granting any lien upon or affecting any collateral that is *pari passu* or senior to the DIP Lien on the collateral granted in favor of DIP Lender, or (3) granting any other relief that is adverse to the DIP Lender's interests in connection with the DIP Facility.

(v) The Interim Order is not confirmed *in toto* by the Final Order, or if the Final Order is (i) reversed, stayed for a period in excess of fourteen (14) days, vacated or rescinded or (ii) amended, supplemented or otherwise modified without the written consent of DIP Lender.

(vi) The right of the Debtor to borrow under the DIP Facility is terminated by an order entered by the Court.

(vii) The Debtor seeks to, or supports (in any such case by way of any motion or other pleading filed with the Court or any other writing to another party in interest executed by or on behalf of Debtor), any other Person's motion to disallow, in whole or in part, the DIP Lender's claims in respect of the DIP

Facility or to challenge the validity, perfection, priority, non-avoidability or enforceability of the DIP Lien in favor of DIP Lender.

(viii) Unless in connection with a duly confirmed plan in this Case, the Court enters an order granting relief from the automatic stay to any creditor or party in interest to permit actions that would have, in the sole determination of the DIP Lender, a materially adverse effect on the Debtor, its collateral, the Estate or the DIP Lender.

(ix) The sale without the DIP Lender's consent, of all or substantially all of Debtor’s assets under an asset sale or disposition that does not provide for payment in full in cash of all obligations due to DIP Lender under the DIP Facility on the closing date thereof, and the termination of any of the DIP Lender’s commitments under the DIP Facility (or the Debtor seeks or acquiesces to such relief);

(x) The allowance of any claim under Bankruptcy Code § 506(c) against DIP Lender or any of its collateral.

(xi) DIP Lender is named a defendant in any complaint, adversary proceeding, litigation, action or other proceeding commenced on behalf of the Estate.

k. **Remedies on Default**: Upon the occurrence and during the continuance of any Event of Default, at the sole discretion of the DIP Lender and without the need for further order of or application to the Court, and (1) with respect to items (a) and (b) below, upon notice to Debtor; or (2) with respect to items (c) and (d) below, upon five (5) Business Days’ notice to Debtor, and the United States Trustee for the Central District of California, the DIP Lender shall have the right to take any or all of the following actions, at the same or different times: (a) immediately terminate all obligations to advance funds to Debtor, (b) declare any or all existing obligations (in whole or in part) under the DIP Facility, to be immediately due and payable, whereupon the same shall become immediately due and payable, in each case without presentment, demand, protest or other requirements of any kind, all of which are hereby expressly waived by the Debtor, and (c) subject to Bankruptcy Code section 362, exercise all of its rights and remedies as a secured party against its collateral pursuant to applicable law.

l. **Carve-Out**: The Debtor may use the proceeds of the DIP Facility to pay the allowed fees and expenses of its professionals and of the Subchapter V Trustee appointed in the Case, and the DIP Lien and the Super-Priority Claim shall be subject to the allowed fees and expenses of the Debtor’s professionals and of the Subchapter V Trustee.

4. Effective immediately upon entry of this Interim Order, and without need by the Debtor or the DIP Lender to take any action or file or record any deeds of trust, financing statements or other documents, each and every term and provision of the DIP Facility as set forth in Paragraph

3 of this Interim Order shall take full effect and be binding, and shall constitute the Order of this Court.

5. Notwithstanding the foregoing, each of the Debtor and the DIP Lender is authorized and empowered to execute such documents and to perform such other and further acts as each may believe is required of it in connection with the DIP Facility. The DIP Lender is authorized, but not required, to file or record financing statements, notices of lien or similar instruments in any jurisdiction, or take any other action in order to validate and perfect the DIP Liens granted to the DIP Lender hereunder. Regardless of whether the DIP Lender will in its sole discretion choose to file such financing statements, deeds of trust, mortgages, notices of lien or similar instruments, the DIP Lien is deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination as of the date of entry of this Interim Order.

6. The automatic stay imposed by § 362 is vacated and modified solely to the extent necessary to permit the creation of the Super-Priority Claim, the creation and perfection of the DIP Lien in and to the assets of the Debtor, the performance of such acts as the DIP Lender may reasonably request to assure the perfection and priority of the DIP Lien; and the implementation of the terms of this Interim Order.

7. The terms of this Interim Order and any actions taken pursuant hereto, will survive the entry of any order which may be entered: (a) confirming any plan in this Case; (b) dismissing this Case; (c) converting this Case to any other chapter under the Bankruptcy Code; (d) withdrawing of the references of this Case from the Court; and (e) providing for abstention from handling or retaining of jurisdiction of this Case in this Court. The terms and provisions of this interim order as well as the protections granted pursuant to this Interim Order and the DIP Facility, will continue in full force and effect notwithstanding the entry of such order, and such protections will maintain their priority as provided by this Interim Order until all the obligations of the Debtor to the DIP Lender pursuant to the DIP Facility are indefeasibly paid in full and discharged. The obligations of Debtor under the DIP Facility will not be discharged by the entry of any order confirming a chapter 11 plan. The Debtor will not propose or support any plan that is not conditioned upon the payment in full in

cash of all of Debtor's obligations under the DIP Facility on or prior to the effective date of such plan.

8. This Interim Order may not be modified, amended or extended without the prior written consent of the DIP Lender, and no such consent will be implied by any action, inaction or acquiescence of the DIP Lender; provided, however, that nothing in this paragraph should be interpreted to limit the authority of this Court to authorize the non-consensual use of cash collateral in the future.

9. The Debtor is authorized to use Cash Collateral pursuant to 11 U.S.C. § 363(c)(2)(B) and (c)(3) and Bankruptcy Rule 4001(b)(2), on an interim basis in accordance with the Budget, with the authority (i) to exceed the amounts set forth in the Budget by twenty percent (20%) of the Budget total, (ii) to increase expenditures as necessary in proportion with any increase in revenues, and (iii) to carry forward to future weeks any budgeted but unused monies from previous weeks, without such carry forward counting towards the 20% variance.

10. The Debtor is authorized to borrow from and to use the proceeds of the DIP Facility in accordance with this Interim Order during the period commencing immediately after the entry of this Interim Order and through the date of entry of the Final Order.

11. To the extent that the Debtor either agrees that a Prepetition Secured Creditor holds a valid, duly perfected prepetition lien against property of the Estate ("Prepetition Collateral") in accordance with 11 U.S.C. § 363(p), or, in the absence of such agreement, a creditor establishes that it holds such a valid, duly perfected lien against Prepetition Collateral, upon making such a showing, such Prepetition Secured Creditor shall be granted as adequate protection of its interest in such Prepetition Collateral postpetition replacement liens, but such liens shall be limited to the same validity, priority, and amount as the Prepetition Secured Creditor's prepetition liens and shall exclude the proceeds funded by the DIP Facility. As used herein, the "validity, priority, and amount" or similar phrase that may be used by the parties or this Court is deemed to include the following:

a. Extent. Such liens shall be limited to the type of collateral in which the Prepetition Secured Creditor held a security interest as of the Petition Date. For example, if prepetition liens extended to inventory and accounts receivable but not equipment then postpetition liens are likewise limited (unless otherwise expressly provided by order of this Court). In addition, postpetition liens shall not extend to any avoidance actions or the proceeds thereof, any claim or recoveries under 11 U.S.C. 506(c), any "carveout" under 11 U.S.C. 552, or any claim or recoveries under 11 U.S.C. 724(a).

b. Priority. Such liens shall be limited to the same priority as the security interest held by the Prepetition Secured Creditor as of the Petition Date.

c. Dollar amount. Such liens shall be limited to the dollar amount needed to protect the Prepetition Secured Creditor against diminution in the value of its secured claims as of the Petition Date.

d. Enforceability. Such liens shall be limited to the extent that the Prepetition Secured Creditor's security interests were duly perfected and valid as of the Petition Date, and to the extent that they are unavoidable.

e. Automatic postpetition perfection. Any automatic perfection of such liens shall be subject to any applicable limitations regarding the Court's authority, jurisdiction, or due process.

12. In addition to the postpetition security interests that are automatically provided pursuant to 11 U.S.C. 552 (e.g., in traceable proceeds and profits), and subject to the other protections set forth in this Order, each Prepetition Secured Creditor that holds a valid, duly perfected lien against Prepetition Collateral is hereby granted the following as adequate protection:

a. Insurance. For all collateral of a type that typically is insured (e.g., real property and improvements), the Debtor is directed to maintain insurance in a dollar amount at least equal to the Debtor's good faith estimate of the value of such Prepetition Secured Creditor's interest in the collateral, and such insurance shall name such Prepetition Secured Creditor as an additional insured. Debtor is directed to remain current on payments for such insurance.

b. Taxes. The Debtor is directed to remain current on payments on account of postpetition real estate taxes (to the extent that real estate is part of the collateral).

c. Disclosures/access. The Debtor is directed to provide, upon DIP Lender's reasonable request, periodic accountings of the foregoing insurance and tax obligations and payments, as well as postpetition proceeds, products, offspring, or profits from the collateral, including gross revenues and expenses and a calculation of net revenues. Debtor is directed to provide appropriate documentation of those accountings, and access for purposes of inspection or appraisal. Any provision of the type listed in Bankruptcy Rule 4001(c)(1)(B) or in local form F4001-2 (e.g., cross-collateralization) or any waiver of the "equities of the case" exception in 11 U.S.C. 552(b)(2) shall be deemed automatically disapproved and excepted from any order granting the Motion, notwithstanding any other provision of such order, unless either: (a) such provision is specifically and prominently disclosed in the Motion papers in a checklist (such as local form F4001-2), or alternatively (b) such provision is specifically identified in any proposed order granting the Motion, using terminology of the type used in Bankruptcy Rule 4001(c)(1)(B) or local form F4001-2 (e.g., any "cross-collateralization" that is not specifically identified as such is deemed to be disapproved).

13. In the event of any disputes regarding the rulings in this Order, the parties are directed to meet and confer and, if they cannot resolve their disputes consensually, contact Judge Bason's chambers to arrange a mutually convenient time for either a telephonic or in-person hearing to address such disputes.

14. Notwithstanding anything to the contrary in this Order, the DIP Lien and any adequate protection liens (including any other liens granted in connection with the DIP Facility) shall not encumber, and the Collateral shall not include, (a) leasehold interests of non-residential real property that prohibit or restrict the granting of such liens in the applicable lease except as permitted pursuant to applicable non-bankruptcy law (but shall include the proceeds of the sale or disposition of such leases) and (b) any security deposits (in possession of the landlord) or the Debtors' interests, if any, in pre-paid rent, unless liens on such security deposits or pre-paid rent are expressly permitted pursuant to the underlying lease documents; provided, that the DIP Lien and any adequate protection liens shall extend to any such security deposits or pre-paid rent upon reversion thereof to the Debtors, if at all.

15. Notwithstanding anything to the contrary in this Interim Order or the Motion, following the occurrence of any event (e.g., an event of default) that would entitle the DIP Lender or a Prepetition Secured Creditor, as the case may be, to exercise remedies in connection with any lien granted herein, the DIP Lender or the Prepetition Secured Creditor, as the case may be, shall provide to the Debtor and the landlord of the applicable leased premises of the Debtor, at least three (3) business days advance written notice of its intent to remove Collateral from the leased premises; provided, however, that, if the DIP Lender or such Prepetition Secured Creditor seeks to remove, take possession of, or alter any Collateral that is affixed to the premises, or if the DIP Lender or Prepetition Secured Creditor seeks to occupy the premises for the purpose of conducting an auction or other sale of its Collateral, it may only do so (i) in accordance with a separate written agreement with the landlord at the applicable leased premises, (ii) in accordance with applicable non-bankruptcy law, or (iii) upon entry of an order of this Court obtained on motion with notice and an opportunity to object for the applicable landlord.

16. A final hearing on the Motion will be held ~~on June 9, 2026, at 3:00 p.m.,~~ at the date and time set forth in the caption above, at the above referenced location, or via Zoom in accordance with the Court's procedures. Any oppositions to the Motion must be filed and served by no later than **June ~~2~~ 8, 2026 at noon** (this Court has extended the date because of the slight delay in this order being lodged and issued). Any replies to any oppositions to the Motion must be filed and served by the time of the hearing,~~no later than June 4, 2026~~ or an oral reply may be presented at the hearing.

17. Any applicable stay, including under Bankruptcy Rules 4001 and 6004, are hereby waived.

Date: June 2, 2026

Neil W. Bason
United States Bankruptcy Judge

# EXHIBIT 1

## Budget

Rolling Greens Nursery, Inc

13 -Week Rolling Cash Flow

| | 1<br>5/20/2026 | 2<br>5/27/2026 | 3<br>6/3/2026 | 4<br>6/10/2026 | 5<br>6/17/2026 | 6<br>6/24/2026 | 7<br>7/1/2026 | 8<br>7/8/2026 | 9<br>7/15/2026 | 10<br>7/22/2026 | 11<br>7/29/2026 | 12<br>8/5/2026 | 13<br>8/12/2026 | 13 Week Totals |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Beginning Cash** | **$2,600** | **$231,404** | **$193,543** | **$268,042** | **$177,740** | **$352,065** | **$213,285** | **$274,340** | **$220,874** | **$411,508** | **$387,807** | **$435,453** | **$315,387** | **$2,600** |
| **Sources of Cash** | | | | | | | | | | | | | | |
| Culver | 91,667 | 91,667 | 91,667 | 91,667 | 91,667 | 91,667 | 91,667 | 91,667 | 91,667 | 91,667 | 91,667 | 91,667 | 91,667 | 1,191,675 |
| Beverly | 47,210 | 47,210 | 47,210 | 47,210 | 47,210 | 47,210 | 47,210 | 47,210 | 47,210 | 47,210 | 47,210 | 47,210 | 47,210 | 613,736 |
| Events | 36,500 | 36,500 | 0 | 36,500 | 36,500 | 36,500 | 36,500 | 0 | 36,500 | 36,500 | 36,500 | 0 | 36,500 | 365,000 |
| Ecommerce | 1,731 | 1,731 | 1,731 | 1,731 | 1,731 | 1,731 | 1,731 | 1,731 | 1,731 | 1,731 | 1,731 | 1,731 | 1,731 | 22,500 |
| Interior Collections | 49,500 | 49,500 | 49,500 | 49,500 | 49,500 | 49,500 | 49,500 | 49,500 | 49,500 | 49,500 | 49,500 | 49,500 | 49,500 | 643,500 |
| Display Collections | 0 | 16,000 | 0 | 0 | 80,000 | 0 | 75,000 | 0 | 130,000 | 0 | 123,000 | 0 | 56,000 | 480,000 |
| Landscape Collections | 29,000 | 100,000 | 50,000 | 50,000 | 70,000 | 50,000 | 52,000 | 63,000 | 40,000 | 63,000 | 52,000 | 50,000 | 67,000 | 736,000 |
| Sales Tax Collected | 17,989 | 18,868 | 13,223 | 15,233 | 20,740 | 15,233 | 19,474 | 13,939 | 21,842 | 15,949 | 22,117 | 13,223 | 19,253 | 227,083 |
| **Total Receipts** | **273,597** | **361,476** | **253,332** | **291,842** | **397,349** | **291,842** | **373,082** | **267,047** | **418,450** | **305,558** | **423,726** | **253,332** | **368,862** | **4,279,494** |
| **Uses of Cash** | | | | | | | | | | | | | | |
| **Operating Disbursements:** | | | | | | | | | | | | | | |
| Payroll | 0 | 227,250 | 0 | 227,250 | 0 | 227,250 | 0 | 227,250 | 0 | 227,250 | 0 | 227,250 | 0 | 1,363,501 |
| Rent | 0 | 0 | 86,000 | | 93,170 | | 86,000 | | 93,170 | | 86,000 | | 93,170 | 537,509 |
| Credit Card Fees | 4,950 | 5,971 | 4,662 | 5,128 | 6,405 | 5,128 | 6,111 | 4,828 | 6,660 | 5,294 | 6,724 | 4,662 | 6,060 | 72,588 |
| Health Insurance | 0 | 0 | 0 | 56,000 | 0 | 0 | 56,000 | 0 | 0 | 0 | | 56,000 | 0 | 168,000 |
| Sales Tax | 0 | 0 | 0 | 0 | 0 | 65,313 | 0 | 0 | 0 | 0 | 69,386 | 0 | 0 | 134,698 |
| Workers Comp (Zenith) | | 38,434 | 0 | 0 | 0 | 38,434 | | | | | 38,434 | | 0 | 115,302 |
| Liability Insurance (Liberty Mutual) | | | 23,686 | 0 | 0 | | 23,686 | 0 | 0 | | 23,686 | 0 | 0 | 71,057 |
| Financed Insurance | | | 11,204 | 0 | 0 | | 11,204 | 0 | 0 | | 11,204 | | 0 | 33,613 |
| Office Equipment Leases | | 0 | 6,400 | | | 0 | 6,400 | | | 0 | 6,400 | | | 19,200 |
| Vehicle Leases | | | 11,394 | | | | 11,394 | | | | 11,394 | | | 34,183 |
| Utilities | 5,211 | 5,211 | 5,211 | 5,211 | 5,211 | 5,211 | 5,211 | 5,211 | 5,211 | 5,211 | 5,211 | 5,211 | 5,211 | 67,749 |
| Utilities Deposits | | 18,215 | | | | | | | | | | | | 18,215 |
| Current Vendor Payments | 58,823 | 77,717 | 54,466 | 62,746 | 85,430 | 62,746 | 80,213 | 57,415 | 89,967 | 65,695 | 91,101 | 54,466 | 79,305 | 920,091 |
| Job Costs | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 195,000 |
| Keyman Life Insurance | | | | | 7,000 | | | | 7,000 | | | | 7,000 | 21,000 |
| Office Admin Expenses | 10,808 | 10,808 | 10,808 | 10,808 | 10,808 | 10,808 | 10,808 | 10,808 | 10,808 | 10,808 | 10,808 | 10,808 | 10,808 | 140,499 |
| **Total Operating Disbursements:** | **94,793** | **398,607** | **228,832** | **382,144** | **223,024** | **429,890** | **312,028** | **320,513** | **227,816** | **329,259** | **375,349** | **373,398** | **216,554** | **3,912,206** |
| **Operating Cash Flow** | **178,804** | **(37,130)** | **24,499** | **(90,302)** | **174,325** | **(138,049)** | **61,054** | **(53,465)** | **190,634** | **(23,701)** | **48,377** | **(120,067)** | **152,307** | **367,287** |
| **Financing & Investment Receipts (Disbursements)** | | | | | | | | | | | | | | |
| DIP Financing | 50,000 | 0 | 50,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 100,000 |
| EIDL Payment | - | (731) | - | - | - | (731) | - | - | - | - | (731) | - | - | (2,193) |
| Legal & Consulting | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - |
| **Total (Receipts) Disbursements** | **50,000** | **(731)** | **50,000** | **0** | **0** | **(731)** | **0** | **0** | **0** | **0** | **(731)** | **0** | **0** | **97,807** |

Confidential Draft

Prepared by Management for Discussion Purposes Only

Subject to Modification

Rolling Greens Nursery, Inc
13 -Week Rolling Cash Flow

| | 1<br>5/20/2026 | 2<br>5/27/2026 | 3<br>6/3/2026 | 4<br>6/10/2026 | 5<br>6/17/2026 | 6<br>6/24/2026 | 7<br>7/1/2026 | 8<br>7/8/2026 | 9<br>7/15/2026 | 10<br>7/22/2026 | 11<br>7/29/2026 | 12<br>8/5/2026 | 13<br>8/12/2026 | 13 Week<br>Totals |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Total Weekly Cash Flow:** | 228,804 | (37,861) | 74,499 | (90,302) | 174,325 | (138,780) | 61,054 | (53,465) | 190,634 | (23,701) | 47,646 | (120,067) | 152,307 | 465,094 |
| **Advance** | | | | | | | | | | | | | | 0 |
| **Ending Cash:** | **$231,404** | **$193,543** | **$268,042** | **$177,740** | **$352,065** | **$213,285** | **$274,340** | **$220,874** | **$411,508** | **$387,807** | **$435,453** | **$315,387** | **$467,694** | **$467,694** |

**Exhibit A – Tentative Ruling for 5/22/26**

Subject to any opposition at or before the hearing, grant the DIP Financing and Cash Collateral Motion on an interim basis, subject to the conditions set forth below, with a final hearing and associated deadlines as set forth in the tentative ruling for the status conference (Calendar No. 7, 5/22/26 at 9:00 a.m.).

Appearances required.

If you are making an appearance, you may do so (1) in person in the courtroom, unless the Court has been closed (check the Court's website for public notices), (2) via ZoomGov video, or (3) via ZoomGov telephone. For ZoomGov instructions for all matters on calendar, please see page 1 of the posted tentative rulings.

Key documents reviewed: DIP Financing and Cash Collateral Motion (dkt. 9), Linscott Declaration (dkt. 9 at pdf pp. 34-38), Salmeri Declaration (dkt. 10), Resnick Declaration (dkt. 11) (no opposition on file as of the preparation of this tentative ruling)

Budget

Debtor is directed to address at the hearing the following issues regarding the proposed Budget (Ex. 1 to the Motion, dkt. 9 at Bates pp. 35-37). First, the proposed Budget includes a line item for "Payroll." Debtor is directed to confirm at the hearing that the "Payroll" item includes Debtor's portion of all payroll taxes.

Second, the proposed Budget includes and a line item for "Sales Tax," but there is no line item for income taxes or other taxes or license fees. Debtor is directed to address why not.

Third, Debtor's line item for "Rent" does not appear to show any decrease in the dollar amount of rent payments over time, but Debtor's papers imply that Debtor will be rejecting leases for unprofitable locations. Debtor is directed to address that issue at the hearing.

In addition to addressing these issues at the hearing, the tentative ruling is to set a **deadline of 5/27/26** for Debtor to file and serve on the Limit Notice Parties an appropriate declaration addressing these issues, with a revised Budget if appropriate. Debtor is directed to include within those things any other issues on which clarification is sought by any party in interest at the hearing.

Judge Bason's standard conditions [slightly modified in part "(1)(a)" and with the addition of part "(1)(c)"] for use of cash collateral and/or postpetition financing (by creditors holding prepetition claims)

(1) Written order

(a) Form. Debtor is authorized either (x) to use local form F2081-2.1.ORDER.CASH.COLLATERAL or (y) to use the form of order attached to the motion papers, provided that the following additions and modifications are reflected in the proposed order, which should attach a copy of this tentative ruling as an exhibit, thereby adopting it as the written ruling of this Court, subject to any changes ordered at the hearing.

(b) Timing. Lodge the proposed order within 7 days after the hearing. *See* LBR 9021-1(b)(1)(B).

(c) Additions/modifications. If Debtor elects to use the form of interim order attached to the motion papers, the tentative ruling is to require the following additions/modifications (at Bates pages 42 and 45-46):

(i) in ordering paragraph 3.h., not only should the DIP Lender's lien be inapplicable to "causes of action under Chapter 7 of the Bankruptcy Code" (Bates p. 42:10-11) but in addition the other limitations in part "(3)(a)" of this Tentative Ruling must apply;

(ii) ordering paragraph 7 must be stricken: it is permissible to make it an Event of Default for Debtor to seek other DIP financing etc., but it is not permissible to bar Debtor or any trustee who might in future be in control of the estate from seeking such relief (provided, of course, that the DIP Lender retains all rights to oppose any such relief and to demand adequate protection);

(iii) regarding ordering paragraph 9, nothing in that paragraph should be interpreted to limit the authority of this Court to authorize the *non-consensual* use of cash collateral in future; and

(iv) in ordering paragraph 12, replacement liens for other persons who hold prepetition liens against property of the bankruptcy estate should not be limited to only those persons who hold liens against Cash Collateral - the replacement liens should apply to all prepetition liens, to the extent of protecting against any postpetition diminution in value of the lien (and subject to the limitations set forth below and in the Motion papers regarding validity, priority, non-avoidability, etc.).

(2) Minimum adequate protection

In addition to the postpetition security interests that are automatically provided pursuant to 11 U.S.C. 552 (*e.g.,* in traceable proceeds and profits), and subject to any more comprehensive protection that may be approved, Debtor shall provide at least the following protection to any creditor with a security interest in the subject property (pursuant to 11 U.S.C. 361-364, as applicable):

(a) Insurance. For all collateral of a type that typically is insured (*e.g.,* real property and improvements), Debtor is directed to maintain insurance in a dollar amount at least equal to Debtor's good faith estimate of the value of such creditor's interest in the collateral, and such insurance shall name such creditor as an additional insured. Debtor is directed to remain current on payments for such insurance.

(b) Taxes. Debtor is directed to remain current on payments on account of postpetition real estate taxes (to the extent that real estate is part of the collateral).

(c) Disclosures/access. Debtor is directed to provide, upon such creditor's reasonable request, periodic accountings of the foregoing insurance and tax obligations and payments, as well as postpetition proceeds, products, offspring, or profits from the collateral, including gross revenues and expenses and a calculation of net revenues. Debtor is directed to provide appropriate documentation of those accountings, and access for purposes of inspection or appraisal.

(3) Grant of, and limitation on, postpetition liens

The tentative ruling is to grant postpetition liens to any creditors holding secured claims by granting replacement liens, but such liens shall be limited to the same validity, priority, and amount as prepetition liens. As used herein, the "validity, priority, and amount" or any similar phrase that may be used by the parties or this Court is deemed to include the following:

(a) Extent. Such liens shall be limited to the *type* of collateral in which the creditor held a security interest as of the petition date. For example, if prepetition liens extended to inventory and accounts receivable but not equipment then postpetition liens are likewise limited (unless otherwise expressly provided by order of this Court). In addition, postpetition liens shall not extend to any avoidance actions or the proceeds thereof, any claim or recoveries under 11 U.S.C. 506(c), any "carveout" under 11 U.S.C. 552, or any claim or recoveries under 11 U.S.C. 724(a).

(b) Priority. Such liens shall be limited to the same *priority* as the security interest held by the creditor as of the petition date.

(c) Dollar amount. Such liens shall be limited to the dollar amount needed to protect the creditor against diminution in the *value* of the secured claims as of the petition date.

(d) Enforceability. Such liens shall be limited to the extent that the creditor's security interests were duly *perfected* and *valid* as of the petition date, and to the extent that they are *unavoidable.*

(e) Automatic postpetition perfection. Any *automatic* perfection of such liens shall be subject to any applicable limitations regarding the Court's authority, jurisdiction, or due process.

(4) Automatic disapproval of insufficiently disclosed provisions

Any provision of the type listed in FRBP 4001(c)(1)(B) or in local form F4001-2 (*e.g.,* cross-collateralization) or any waiver of the "equities of the case" exception in 11 U.S.C. 552(b)(2) shall be deemed automatically disapproved and excepted from any order granting the motion, notwithstanding any other provision of such order, unless either: (a) such provision is specifically and prominently disclosed in the motion papers in a checklist (such as local form F4001-2), or alternatively (b) such provision is specifically identified in any proposed order granting the motion, using terminology of the type used in FRBP 4001(c)(1)(B) or local form F4001-2 (*e.g.,* any "cross-collateralization" that is not specifically identified as such is deemed to be disapproved).

(5) Disputes

In the event of any disputes regarding the rulings in this order, the parties are directed to meet and confer and, if they cannot resolve their disputes consensually, contact Judge Bason's chambers to arrange a mutually convenient time for either a telephonic or in-person hearing to address such disputes.

Proposed order(s): Unless otherwise ordered, Debtor is directed to lodge proposed order(s) on the matters addressed here via LOU within 7 days after the hearing date (per LBR 9021-1(b)(1)(B)) and attach a copy of this tentative ruling, thereby incorporating it as this Court's actual ruling.