UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
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In re:

SURF CLEAN ENERGY, INC.,

Debtor.
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Chapter 11 (Subchapter V)

Case No. 26-71015-spg

INTERIM ORDER FOR USE OF CASH COLLATERAL

Upon the motion [ECF No. 6] (the "Motion")[1], filed March 13, 2026, of Surf Clean Energy, Inc., the above-captioned debtor and debtor-in-possession (the "Debtor"), by its proposed special counsel, Lamonica Herbst & Maniscalco LLP, seeking entry of an interim order, pursuant to 11 U.S.C. §§ 361, 363(c) and 363(e), authorizing the Debtor to use certain cash collateral of JPMorgan Chase Bank, N.A. ("Lender") for customary expenditures in the ordinary course of its business, and to provide adequate protection to Lender; and upon this Court's order [ECF No. 11], scheduling a hearing on the Motion on March 18, 2026 (the "First Day Hearing"); and upon the affidavits of service [ECF Nos. 13 and 15], filed March 16, 2026, together demonstrating that good and sufficient notice of the Motion and the First Day Hearing was provided and no further or other notice is necessary under the circumstances; and the First Day Hearing having been held, the record and transcript of which is incorporated herein by reference; and the Court having carefully reviewed the Motion and all of the exhibits and pleadings related thereto; and the Court having thoughtfully considered the statements of counsel interposed at the First Day Hearing; and it appearing that the relief requested in the Motion is in the best interests of the Debtor's estate, its creditors and other parties in interest; and after due deliberation, and good and sufficient cause appearing therefor,

[1] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

IT IS ORDERED, THAT:

1. Authority to Use Cash Collateral. The Debtor is authorized to use the Cash Collateral from the Filing Date for customary expenditures in the ordinary course of its business, in accordance with the Budget annexed to the Motion as Exhibit A, through **April 17, 2026**, and to provide adequate protection to Lender, upon the terms and conditions set forth in this Interim Order.

2. Adequate Protection Lien. To the extent of any (a) validly perfected prepetition security interest in and lien against the Debtor's cash, and (b) diminution in the value of Lender's collateral, including its Cash Collateral, Lender is hereby granted a valid, binding and enforceable post-petition replacement lien upon and security interest in all assets of the Debtor, regardless of whether such assets are acquired by the Debtor prior to the Filing Date or after the Filing Date (the "Collateral") which liens, except for liens on vehicles and/or equipment as of the Filing Date, shall be senior to all other security interests in, liens upon or claims against any of the Collateral (the "Adequate Protection Lien"), subject to the Carveout (defined below). The Adequate Protection Lien shall be effective and perfected as of the Filing Date and without the necessity of the execution, recording or filing of mortgages, security agreements, pledge agreements, financing statements or other documents. The Adequate Protection Lien shall be enforceable against the Debtor, its estate and any successors thereto, including without limitation, any trustee or other estate representative appointed in this case, or any case under Chapter 7 of the Bankruptcy Code upon the conversion of this Chapter 11 case, or in any other proceedings superseding or related to any of the foregoing.

3. Carveout. The Carveout shall include (a) subchapter V trustee fees, (b) all avoidance actions under 11 U.S.C. §§ 544, 545, 547, 548, 549 and 550 and the proceeds thereof,

and (c) fees and expenses of a chapter 7 trustee in the sum of $5,000.00 (collectively, the "Carveout"). All rights of the Debtor and Lender with respect to additional sums to be included in the Carveout are reserved, including for the fees and expenses of the Debtor's retained professionals incurred and accrued on or prior to the entry of an Order of Confirmation (or a termination event as a result of an uncured Event of Default) to the extent that the amounts are approved by the Bankruptcy Court upon proper notice and motion. The Adequate Protection Lien shall not attach to the Carveout as defined herein. Lender shall not be subject to the equitable doctrine of "marshalling" or any similar doctrine with respect to any collateral.

4. Modification of Automatic Stay. The automatic stay provisions of 11 U.S.C. § 362 are hereby modified to permit (a) the Debtor to implement and perform the terms of this Interim Order, and (b) the Debtor to create and Lender to perfect, to the extent permitted, the Replacement Lien granted hereunder, and Lender shall not be required to file a UCC financing statement or other instrument with any other filing authority to perfect the Replacement Lien granted by this Interim Order or to take any other actions to perfect such Replacement Lien, which shall be deemed automatically perfected by the docketing of this Interim Order by the Clerk of the Court. If however, Lender elects for any reason to file, record or serve any such financing statement or other document with respect to the Replacement Lien, the Debtor shall execute same upon the request of Lender and the filing, recording or service thereof (as the case may be) shall be deemed to have been made at the time of the commencement of the chapter 11 case on the Filing Date; provided that any stay relief with respect to the exercise of remedies shall be in accordance with such provisions below or as otherwise ordered by the Court.

5. Except to the extent permitted herein, the Debtor shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the Collateral, including any Cash Collateral,

without the prior written consent of Lender (and no such consent shall be implied, from any other action, inaction or acquiescence by Lender) and an order of this Court.

6. The Debtor shall promptly provide to Lender any and all financial information reasonably requested by Lender and shall permit Lender, upon prior reasonable notice, to review its books and records with respect to the subject matter of this Interim Order, and make copies thereof during normal business hours.

7. Events of Default. The occurrence of any of the following events, unless waived by Lender in writing, shall constitute an event of default and immediately terminate the Debtor's limited authorization under this Interim Order to use cash collateral (collectively, "Events of Default"), that is not cured by the Debtor within five (5) business days following delivery of written notice of such default (by e-mail and overnight delivery) to the Debtor's proposed counsel and the Office of the United States Trustee:

(a) Use by the Debtor of Cash Collateral for any expenditures that are not in the ordinary course of the Debtor's business **and set forth in the Budget**, or that exceed 120% of the listed expenditure without obtaining written consent from Lender;

(b) Except as set forth herein, the entry of any order by the Court granting relief from or modifying the automatic stay; and/or

(c) Dismissal of this Chapter 11 case or conversion of this Chapter 11 case to a Chapter 7 case, or appointment of a Chapter 11 trustee, or examiner with enlarged powers, or other responsible person; ~~and/or~~

8. Reservation of Rights and Bar of Challenges and Claims. The rights of the Debtor, any creditor, party in interest, Committee (if applicable) or trustee, to dispute or challenge the validity, perfection, extent, amount and priority of Lender's claims and liens are expressly

preserved.

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

10. No Liability to Third Parties. Under the terms set forth herein or in taking any other actions related to this Interim Order, Lender (i) shall have no liability to any third party and shall not be deemed to be in control of the operations of the Debtor or to be acting as a "controlling person," "responsible person" or "owner or operator" with respect to the operation or management of the Debtor, and (ii) shall not owe any fiduciary duty to the Debtor, its creditors or its estate. Lender's relationship with the Debtor shall not constitute or be deemed to constitute a joint venture or partnership with the Debtor.

11. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) Lender's right to seek any other or supplemental relief in respect of the Debtor, including the right to seek additional adequate protection (without prejudice to any other person's right to object to or otherwise oppose such additional adequate protection); or (b) any of the rights of Lender under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right to request modification of the automatic stay of 11 U.S.C. § 362.

12. Authorization. ~~**Each of the undersigned represents and warrants that it has full and requisite power and authority to execute and deliver this Interim Order.**~~ The parties are authorized, empowered and directed to execute and deliver all other agreements, instruments and documents and take any and all other actions in order to effectuate this Interim Order.

13. Survival. The provisions of this Interim Order and any actions taken pursuant hereto

shall survive entry of any order that may be entered: (a) confirming any Chapter 11 plan in this case; (b) converting this Chapter 11 case to a case under Chapter 7 of the Bankruptcy Code; (c) dismissing this Chapter 11 case; or (d) pursuant to which this Court abstains from hearing this Chapter 11 case. The terms and provisions of this Interim Order, including the claims, liens, security interests and other protections granted pursuant to this Interim Order, notwithstanding the entry of any such order, shall continue and shall maintain priority as provided by this Interim Order.

14. The terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

15. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Interim Order.

16. A further interim hearing shall be held in person to consider the relief granted herein on a further interim basis on **April 14, 2026 at 12:30 p.m. (ET)** (the "Continued Hearing") before the Honorable Sheryl P. Giugliano, United States Bankruptcy Judge, in **Courtroom 860** of the United States Bankruptcy Court for the Eastern District of New York, located at the Alfonse M. D'Amato Federal Courthouse, 290 Federal Plaza, Central Islip, New York 11722.

17. Objections, if any, to the relief requested in the Motion must be in writing and filed and served on or before **April 7, 2026** upon: (a) the Debtor and its proposed counsel of record; (b) Lender and their respective counsel, if known; (c) the Office of the United States Trustee; (d) the Subchapter V trustee; (e) the holders of the twenty (20) largest unsecured claims against the Debtor, or their respective counsel, if known; and (f) any person or entity that has filed a notice of appearance and request for notice in this case.

18. No later than **March 23, 2026**, the Debtor shall give notice of the Continued

Hearing and serve copies of this Interim Order by email, or by overnight mail if no email address is available, upon: (a) all secured creditors, including the Lender and its counsel, if known, and any party the Debtor believes may assert an interest in any collateral of the Debtor, or their respective counsel, if known; (b) the Office of the United States Trustee; (c) the subchapter V trustee; (d) the holders of the twenty (20) largest unsecured claims against the Debtor, or their respective counsel, if known; (e) any applicable taxing authorities; and (f) any person or entity that has filed a notice of appearance and request for notice in this case. Debtor's proposed counsel shall file proof of such service in compliance with this Interim Order on or before **March 25, 2026.**

Dated: Central Islip, New York
March 23, 2026

Sheryl P. Giugliano
United States Bankruptcy Judge