IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
MARSH SUPERMARKETS HOLDING, LLC, *et al.*,[1]	)	Case No. 17-11066 (BLS)
	)	(Jointly Administered)
Debtors.	)	**Ref. Docket No. 13**

INTERIM ORDER (I) AUTHORIZING USE OF CASH COLLATERAL AND AFFORDING ADEQUATE PROTECTION; (II) MODIFYING AUTOMATIC STAY; AND (III) SCHEDULING A FINAL HEARING

This matter coming before this Court on the *Debtors' Motion for Interim and Final Orders (A) Authorizing Postpetition Use of Cash Collateral, (B) Granting Adequate Protection, (C) Scheduling a Final Hearing Pursuant To Bankruptcy Rule 4001(b), and (D) Granting Related Relief* (the "Motion")[2] at an interim hearing on May 12, 2017 (the "Interim Hearing"), the Court has reviewed the Motion and the *Declaration of Lee A. Diercks In Support of Debtors' Chapter 11 Petitions and First Day Motions and Applications* (the "Declarant Declaration"). The Motion requests the entry of an interim order:

(a) entry of this order (the "Interim Order") authorizing the Debtors' use of Cash Collateral (as defined below) and granting adequate protection to the Senior Lien Agent and the Junior Noteholder (each as defined below) in respect of their rights under the Senior Lien Credit Documents and the Junior Note Documents, as applicable (each as defined below), and their

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Marsh Supermarkets Holding, LLC (1568); Marsh Merger Sub, LLC (8837); Marsh Supermarkets Company, LLC (8179); A.L. Ross & Sons, LLC (3470); Contract Transport Holding, LLC (5675); Contract Transport, LLC (3718); CT Logistics, LLC (9775); LoBill Foods, LLC (9461); Marsh Drugs Holding, LLC (5755); Marsh Drugs, LLC (3717); Marsh International, LLC (0875); Marsh RE Property, LLC (0641); Marsh Supermarkets, LLC (7924); MS Property, LLC (9199); Marsh Supermarkets of Illinois, LLC (6423); and O'Malia Food Markets, LLC (5222). The mailing address for each of the Debtors is 9800 Crosspoint Blvd., Indianapolis, Indiana 46256.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

interests in the Prepetition Collateral (as defined below) pursuant to Bankruptcy Code sections 105, 361, 362 and 363 with respect to any diminution in value of such rights and interests on and after the Petition Date (as defined below);

(b) vacating and modifying the automatic stay arising under section 362 of the Bankruptcy Code in accordance with the provisions hereof to the extent necessary to implement and effectuate the terms and provisions of this Interim Order;

(c) scheduling a final hearing (the "Final Hearing") pursuant to Bankruptcy Rule 4001(b)(2) to be held before this Court to consider entry of an order authorizing and granting the relief requested in the Motion on a final basis (the "Final Order"); and

(d) granting certain related relief.

The Court having considered the Motion, the Declarant Declaration, the other filings and pleadings in the above-captioned consolidated chapter 11 cases (each individually a "Case" and collectively, the "Cases"), and the evidence submitted or adduced and the arguments of counsel made at the Interim Hearing; and notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b)(c), and (d), and 9014; and the Interim Hearing to consider the interim relief requested in the Motion having been held and concluded; and all objections, if any, to the interim relief requested in the Motion having been withdrawn, resolved, or overruled by the Court; and it appearing to the Court that granting the relief set forth herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, and otherwise is fair and reasonable, in the best interests of the Debtors, their estates, and their creditors and equity holders, and essential for the continued operation of the Debtors' remaining businesses; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING BY THE DEBTORS, INCLUDING THE SUBMISSIONS AND DECLARATIONS AND REPRESENTATIONS OF COUNSEL, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[3]

A. Petition Date. On May 11, 2017 (the "Petition Date"), the Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court" or this "Court"). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108.

B. Jurisdiction and Venue. This Court has core jurisdiction over these Cases, this Motion and the parties and property affected hereby pursuant to 28 U.S.C. sections 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. sections 1408 and 1409. The statutory bases for the relief set forth in this Interim Order are sections 105, 361, 362, 363 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002 and 4001 and Local Rule 4001-2.

C. Notice. Upon the record presented to the Court at the Interim Hearing, and under the exigent circumstances set forth therein, requisite notice of the Motion and the relief requested thereby and this Interim Order has been provided in accordance with Bankruptcy Rules 4001(b) and 4001(c)(1) to (a) the United States Trustee for the District of Delaware (the "U.S. Trustee"); (b) the entities listed on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) the Internal Revenue Service; (d) Wells Fargo Bank, National Association, in its capacity as Senior Lien Agent (as defined below); (e) Sun Capital Partners Management IV, LLC; (f) the Junior Noteholder (as defined below); (g) all parties known to the Debtors who hold any liens or security interests in the Debtors' assets who

[3] The findings and conclusions set forth herein constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent any findings of fact constitute conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such.

have filed UCC-1 financing statements against the Debtors; and (h) all parties who have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"), which notice was appropriate under the circumstances and sufficient for the Motion, and the entry of this Interim Order; and no further notice of, or hearing on, the entry of this Interim Order is necessary or required.

D. Creditors' Committee. As of the date hereof, the U.S. Trustee has not appointed an official committee of unsecured creditors (a "Committee") in accordance with Bankruptcy Code section 1102.

E. The Debtors' Stipulations as to Existing Secured Debt. Subject only to the limitations contained in paragraph 18(b) of this Interim Order, the Debtors, for themselves, their estates and all representatives of such estates, admit, stipulate, acknowledge and agree (collectively, the "Debtors' Stipulations") as follows:

(i) Cash Collateral. Any and all cash of the Debtors, including cash and other amounts on deposit or maintained in any bank account or accounts of the Debtors and any amounts generated by the collection of accounts receivable, the sale of inventory, or other disposition of the Prepetition Collateral (as defined below) existing as of the Petition Date or arising or acquired after the Petition Date on which the Senior Lien Agent or the Junior Noteholder has been granted replacement lien pursuant to the terms of this Interim Order, together with all proceeds of any of the foregoing, is cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the "Cash Collateral") of the Senior Lien Agent and the Junior Noteholder. For the avoidance of doubt, Cash Collateral includes any proceeds from the sale of inventory or any Collateral (as defined below). Pursuant to section 363(c)(2) of the Bankruptcy Code, Debtors are not able to use Cash Collateral without the Senior Lien Agent's

and the Junior Noteholder's consent or this Court's authorization after notice and a hearing. The Senior Lien Agent and the Junior Noteholder are willing to consent to the Debtors' use of the Cash Collateral, expressly limited to, and conditioned upon, the terms and conditions specified in this Interim Order.

(ii) Senior Loan Facility. The Debtors and Wells Fargo Bank, National Association, in its capacities as agent and lender pursuant to the Senior Lien Credit Agreement (in such capacities, "Senior Lien Agent") are parties to a Credit Agreement, dated as of March 10, 2011, as amended by the First Amendment to Credit Agreement, dated as of December 24, 2013, the Second Amendment to Credit Agreement, dated as of May 27, 2014, the Third Amendment to Credit Agreement, dated as of January 22, 2016, the Fourth Amendment to Credit Agreement, dated as of June 30, 2016, the Fifth Amendment to Credit Agreement, dated as of August 23, 2016, and the Sixth Amendment to Credit Agreement, dated as of March 27, 2017 (as amended from time to time prior to the Petition Date, the "Senior Lien Credit Agreement" and, together with the other Loan Documents, as defined in the Senior Lien Credit Agreement, the "Senior Lien Credit Documents"). The Senior Lien Credit Documents provide for a revolving credit facility in the maximum principal amount of $60,000,000. As of the Petition Date, the Debtors, without defense, counterclaim, or offset of any kind, were jointly and severally indebted and liable to the Senior Lien Agent under the Senior Lien Credit Documents in an aggregate principal amount not less than $5,243,449.20, consisting of Loans (as defined in the Senior Lien Credit Agreement) in the aggregate principal amount of $2,536,863.20 and Letters of Credit (as defined in the Senior Lien Credit Agreement) in the aggregate undrawn face amount of $2,706,586.00, plus all interest accrued and accruing thereon, together with all costs, fees, expenses (including attorneys' fees and legal expenses) and all other Obligations (as defined in

the Senior Lien Credit Agreement) accrued, accruing or chargeable in respect thereof or in addition thereto (collectively, the "Senior Prepetition Obligations").

(iii) Senior Lien Security Agreement. In connection with the Senior Lien Credit Agreement, the Debtors entered into that certain Guaranty and Security Agreement, dated as of March 10, 2011 (as amended from time to time prior to the Petition Date, the "Senior Lien Security Agreement"), by and between the Debtors, as Grantors, and the Senior Lien Agent. Pursuant to the Senior Lien Security Agreement and other Senior Lien Credit Documents, each Debtor granted senior liens upon and security interests in substantially all of such Debtor's assets other than the Excluded Property (as such term is defined in the Senior Lien Security Agreement) (the "Senior Prepetition Collateral") to the Senior Lien Agent as security for the Obligations (as defined in the Senior Lien Credit Agreement) (the "Senior Prepetition Liens").

(iv) Senior Prepetition Obligations. The Senior Prepetition Obligations and the Senior Lien Credit Documents constitute the legal, valid, binding and non-avoidable obligations and agreements of the Debtors, enforceable in accordance with their terms. The Senior Prepetition Obligations constitute allowed claims under section 502 of the Bankruptcy Code. The Senior Prepetition Obligations, the Senior Prepetition Liens and all payments made to the Senior Lien Agent or applied to the Obligations (as defined in the Senior Lien Credit Agreement) owing under the Senior Lien Credit Documents prior to the Petition Date, are not subject to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind, nature or description pursuant to the Bankruptcy Code or other applicable law.

(v) No Claims Against Senior Lien Agent. The Debtors hold no valid or enforceable "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action,

defenses, or setoff rights of any kind against the Senior Lien Agent and the Senior Prepetition Collateral. Each Debtor hereby forever waives and releases any and all "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights against the Senior Lien Agent and each of its officers, directors, employees, agents, sub-agents, attorneys, consultants, advisors and affiliates and the Senior Prepetition Collateral, whether arising at law or in equity, under tort (including lender liability) or contract, including recharacterization, subordination, avoidance, or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state or federal law.

(vi) Senior Prepetition Lien. The Senior Prepetition Lien granted to the Senior Lien Agent in the Senior Prepetition Collateral pursuant to and in connection with the Senior Lien Credit Documents, including, without limitation, all security agreements, pledge agreements, mortgages, deeds of trust, deposit account control agreements and other security documents executed by any of the Debtors in favor of the Senior Lien Agent, (A) are valid, binding, perfected, enforceable and non-avoidable first-priority liens and security interests in the Debtors' assets, (B) are not subject, pursuant to the Bankruptcy Code or other applicable law, to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind, (C) are subject and/or subordinate only to valid, perfected, and unavoidable senior priority liens and security interests existing as of the Petition Date securing valid, binding and unavoidable debt permitted under the Senior Lien Credit Documents (the "Permitted Liens"), and (D) constitute the legal, valid, and binding obligation of the Debtors, enforceable in accordance with the terms of the applicable Senior Lien Credit Documents.

(vii) June 2016 Junior Note. Marsh Supermarkets Company, LLC is party to, and the issuer of, that certain Second Amended and Restated and Consolidated Subordinated Promissory Note, dated as of June 30, 2016 (as amended from time to time prior to the Petition Date, the "June 2016 Junior Note" and, together with each Security Document, as defined in the June 2016 Junior Note, the "June 2016 Junior Note Documents"), in favor of Marsh Group Finance, LLC (together with its successors and assigns, the "Junior Noteholder"), which provided for a loan in the principal amount of $24,440,449.00. As of the Petition Date, Marsh Supermarkets Company, LLC was indebted and liable to the Junior Noteholder under the June 2016 Junior Note Documents in an aggregate principal amount not less than $25,678,460.57, plus all interest accrued and accruing thereon, together with all costs, fees, expenses (including attorneys' fees and legal expenses) and all other obligations accrued, accruing or chargeable in respect thereof or in addition thereto (collectively, the "June 2016 Junior Prepetition Obligations").

(viii) June 2016 Junior Security Agreement. In connection with the June 2016 Junior Note, Marsh Supermarkets Company, LLC entered into that certain Pledge and Security Agreement, dated as of June 30, 2016 (as amended from time to time prior to the Petition Date, the "June 2016 Junior Security Agreement"), by and between Marsh Supermarkets Company, LLC, as Grantor, and the Junior Noteholder. Pursuant to the June 2016 Junior Security Agreement, Marsh Supermarkets Company, LLC granted a security interest in substantially all of its assets (the "June 2016 Junior Prepetition Collateral") to the Junior Noteholder as security for the June 2016 Junior Prepetition Obligations (the "Junior June 2016 Prepetition Liens").

(ix) June 2016 Subordination Agreement. The Senior Lien Agent, the Junior Noteholder and Marsh Supermarkets Company, LLC are parties to that certain Subordination

and Intercreditor Agreement, dated as of June 30, 2016 (as amended from time to time prior to the Petition Date, the "June 2016 Subordination Agreement"). The June 2016 Subordination Agreement, among other things, (A) confirms the senior priority of the security interests of the Senior Lien Agent in the assets and properties of Marsh Supermarkets Company, LLC (including the Prepetition Collateral) to the junior priority security interests of the Junior Noteholder, (B) provides for the senior right of repayment of the Senior Debt (as defined in the June 2016 Subordination Agreement) prior to any repayment of the Subordinated Debt (as defined in the June 2016 Subordination Agreement), (C) provides that the Junior Noteholder shall be deemed to have consented to the use of cash collateral by Marsh Supermarkets Company, LLC upon notice of the Senior Lien Agent's consent to such use of cash collateral, and (D) provides certain other rights and obligations between the Senior Lien Agent, on the one hand, and the Junior Noteholder, on the other hand, relating to the Prepetition Collateral (as defined below). The June 2016 Subordination Agreement is a "subordination agreement" within the meaning of Section 510(a) of the Bankruptcy Code.

(x) October 2016 Junior Note. The Debtors are party to, and the issuers of, that certain Subordinated Promissory Note, dated October 28, 2016 (as amended from time to time prior to the Petition Date, the "October 2016 Junior Note" and, together with each Loan Document, as defined in the October 2016 Junior Note, the "October 2016 Junior Note Documents," and together with the June 2016 Junior Note Documents, the "Junior Note Documents"), in favor of the Junior Noteholder, which provided for a loan in the principal amount of $6,000,000.00. As of the Petition Date, the Debtors were indebted and liable to the Junior Noteholder under the October 2016 Junior Note Documents in an aggregate principal amount not less than $6,338,184.74, plus all interest accrued and accruing thereon, together with

all costs, fees, expenses (including attorneys' fees and legal expenses) and all other obligations accrued, accruing or chargeable in respect thereof or in addition thereto (collectively, the "October 2016 Junior Prepetition Obligations" and, together with the June 2016 Prepetition Obligations, the "Junior Prepetition Obligations").

(xi) October 2016 Junior Security Agreement. In connection with the October 2016 Junior Note, the Debtors entered into that certain Guaranty and Security Agreement, dated as of October 28, 2016 (as amended from time to time prior to the Petition Date, the "October 2016 Junior Security Agreement"), by and among the Debtors, as Grantors, and the Junior Noteholder. Pursuant to the October 2016 Junior Security Agreement, each Debtor granted a security interest in substantially all of the Debtors' assets other than the Excluded Property, as such term is defined in the October 2016 Junior Security Agreement (the "October 2016 Junior Prepetition Collateral" and, together with the June 2016 Junior Prepetition Collateral, the "Junior Prepetition Collateral"; and the Junior Prepetition Collateral and the Senior Prepetition Collateral, the "Prepetition Collateral"), to the Junior Noteholder as security for the October 2016 Junior Prepetition Obligations (together with the June 2016 Junior Prepetition Liens, the "Junior Prepetition Liens").

(xii) October 2016 Subordination Agreement. The Senior Lien Agent, the Junior Noteholder and the Debtors are parties to that certain Subordination and Intercreditor Agreement, dated as of October 28, 2016 (as amended from time to time prior to the Petition Date, the "October 2016 Subordination Agreement"). The October 2016 Subordination Agreement, among other things, (A) confirms the senior priority of the security interests of the Senior Lien Agent in the assets and properties of the Debtors (including the Prepetition Collateral) to the junior priority security interests of the Junior Noteholder, (B) provides for the

senior right of repayment of the Senior Debt (as defined in the October 2016 Subordination Agreement) prior to any repayment of the Subordinated Debt (as defined in the October 2016 Subordination Agreement), (C) provides that the Junior Noteholder shall be deemed to have consented to the use of cash collateral by the Debtors upon notice of the Senior Lien Agent's consent to such use of cash collateral, and (D) provides certain other rights and obligations between the Senior Lien Agent, on the one hand, and the Junior Noteholder, on the other hand, relating to the Prepetition Collateral. The October 2016 Subordination Agreement is a "subordination agreement" within the meaning of Section 510(a) of the Bankruptcy Code.

(xiii) No Claims Against Junior Noteholder. The Debtors hold no valid or enforceable "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights of any kind against the Junior Noteholder and the Junior Prepetition Collateral. Each Debtor hereby forever waives and releases any and all "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights against the Junior Noteholder and each of its officers, directors, employees, agents, sub-agents, attorneys, consultants, advisors and affiliates and the Junior Prepetition Collateral, whether arising at law or in equity, under tort (including lender liability) or contract, including recharacterization, subordination, avoidance, or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state or federal law

F. Necessity for Relief Requested; Immediate and Irreparable Harm. The Debtors requested entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) on the terms described herein. The Debtors have an immediate need to use the Cash Collateral to, among other things, preserve and maximize the value of the assets of each Debtor's bankruptcy estate (as defined under section 541 of the Bankruptcy Code, the "Estate"), absent which immediate

and irreparable harm will result to the Debtors, their Estates, and their stakeholders. Absent the Debtors' ability to use Cash Collateral, the Debtors would not have sufficient available sources of working capital or financing and would be unable to pay their payroll and other operating expenses, or maintain their assets to the detriment of their Estates and creditors. Accordingly, the relief requested in the Motion and the terms provided herein are (i) critical to the Debtors' ability to maximize the value of the Estates, (ii) in the best interests of the Debtors and their Estates, and (iii) necessary, essential, and appropriate to avoid immediate and irreparable harm to the Debtors and the Debtors' Estates, stakeholders, assets, goodwill, reputation, and employees.

G. Adequate Protection. The Senior Lien Agent and the Junior Noteholder are entitled to the adequate protection provided in this Interim Order as and to the extent set forth herein pursuant to sections 361, 362 and 363 of the Bankruptcy Code. Based on the Motion and on the record presented to the Court, the terms of the proposed adequate protection arrangements and of the use of the Collateral (as defined below), including the Cash Collateral, are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the use of Cash Collateral. The Senior Lien Agent and the Junior Noteholder reserve the right to seek additional adequate protection beyond the adequate protection provided in this Interim Order, and nothing in this Interim Order or otherwise shall be deemed or construed to limit, impair or otherwise prejudice any of the Senior Lien Agent's or the Junior Noteholder's rights to seek and/or obtain such other or additional adequate protection or any other relief.

H. Section 506(c) and 552(b). In light of the Senior Lien Agent's and the Junior Noteholder's agreement to subordinate the Senior Adequate Protection Superpriority Claim, the Senior Replacement Lien, the Senior Prepetition Lien, the Junior Noteholder Adequate

Protection Superpriority Claim, the Junior Replacement Lien, and the Junior Prepetition Liens as applicable, on the Prepetition Collateral to fund the Budget (as defined below) and the Carve-Out (as defined below) in accordance with the terms of this Interim Order, the Senior Lien Agent and the Junior Noteholder are entitled to the benefits of a waiver of the provisions of Section 506(c) of the Bankruptcy Code and any "equities of the case" claims under section 552(b) of the Bankruptcy Code, subject, in each case, to a Final Order granting such relief.

I. Good Cause. Good cause has been shown for immediate entry of this Interim Order, and the entry of this Interim Order is in the best interests of the Debtors, the Estates and their stakeholders. Among other things, the relief granted herein will minimize disruption of the Debtors' business and permit the Debtors to meet payroll and other expenses necessary to maximize the value of the Estates. The terms of the Debtors' use of Cash Collateral and proposed adequate protection arrangements, as set forth in this Interim Order, are fair and reasonable under the circumstances, and reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties.

J. Good Faith. The Debtors' use of Cash Collateral in accordance with the terms hereof has been negotiated in good faith and at arms' length among the Debtors, the Senior Lien Agent and the Junior Noteholder, and the consent of the Senior Lien Agent and the Junior Noteholder to the Debtors' use of Cash Collateral in accordance with the terms hereof shall be deemed to have been made in "good faith."

BASED UPON THE STIPULATED TERMS SET FORTH HEREIN, AND FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Motion Granted. The Motion is GRANTED to the extent provided herein. Any objection to the Motion, to the extent not withdrawn, waived or resolved, is hereby overruled.

2. Authorization to Use Cash Collateral. The Debtors are authorized on an interim basis to use the Cash Collateral solely in accordance with and to the extent set forth in the Budget (as defined below) and this Interim Order during the period commencing on the date of this Interim Order through to the Termination Date (as defined below) (the "Cash Collateral Period") in an amount not to exceed at any time the aggregate amount of disbursements projected in the "Total Disbursements" line item of the Budget (as defined below) from the Petition Date through the date of measurement (the "Cash Collateral Limit").

3. Budget.

(a) Debtors may use Cash Collateral during the Cash Collateral Period up to the Cash Collateral Limit only to pay the expenses set forth in the cash collateral budget attached as **Exhibit 1** hereto (as the same may be updated from time to time with the prior written consent of the Senior Lien Agent, the "Budget") during the periods covered by the Budget in which such expenses are projected to be paid, subject to the Permitted Variance (as defined below).

(b) Not later than 3:00 p.m. (Eastern time) on the Wednesday of each week commencing on May 23, 2017, Debtors shall furnish to the Senior Lien Agent and the Junior Noteholder a weekly report (the "Budget Compliance Report") that sets forth as of the preceding Saturday of each such week, on a weekly basis from the Petition Date (each such period referred to herein as a "Measurement Period"), the actual results for the following line items set forth in the Budget: (i) "Total Cash Receipts"; (ii) "Total Disbursements"; and (iii) "Inventory (excluding consignment)".

(c) The Debtors hereby covenant and agree that (i) the actual results comprising "Total Cash Receipts" as set forth in the Budget for any Measurement Period shall not be less than eighty percent (80%) of the amount projected in the "Total Cash Receipts" line

item of the Budget for such Measurement Period; (ii) the actual results comprising "Total Disbursements" as set forth in the Budget, shall not be more than one hundred and fifteen percent (115%) of the amount projected in the "Total Disbursements" section of the Budget for such Measurement Period; and (iii) the actual amount of "Inventory (excluding consignment)" in any Measurement Period shall not be less than ninety percent (90%) of the amount projected in the "Total Inventory (excluding consignment)" line item of the Budget (individually and collectively, the "Permitted Variance").

4. Carve-Out.

(a) As used in this Interim Order, the "Carve-Out" means the sum of: (i) all allowed administrative expenses pursuant to 28 U.S.C. § 156(c) for fees required to be paid to the Clerk of the Bankruptcy Court and pursuant to 28 U.S.C. § 1930(a)(6) for fees payable to the Office of the U.S. Trustee under section 1930(a) of title 28 of the United States Code, plus interest at the statutory rate, as determined by agreement of the U.S. Trustee or by final order of the Bankruptcy Court (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $5,000 incurred by a Trustee under Section 726(b) of the Bankruptcy Code; and (iii) subject to the terms and conditions of this Interim Order, (x) all Allowed Professional Fees (as defined below) of attorneys, accountants and other professionals retained by the Debtors and any Committee(s), under § 327 or § 1103(a) of the Bankruptcy Code (collectively, the "Professionals") incurred prior to the Termination Date in an aggregate amount not to exceed at any time the Professional Fee Trust Amount (as defined below) (the "Pre-Termination Date Professional Fee Carve-Out"), plus (y) all Allowed Professional Fees of Professionals incurred after the Termination Date, in the aggregate amount not to exceed at any time $300,000 (the "Post-Termination Date Professional Fee Carve-Out" and, together with the

Pre-Termination Date Professional Fee Carve-Out, collectively, the "Professional Fee Carve-Out"). For purposes of this Interim Order, the term "Allowed Professional Fees" shall mean the unpaid and outstanding reasonable fees and expenses of Professionals (i) actually incurred on or after the Petition Date and (ii) allowed at any time by a final order of the Court pursuant to §§ 326, 328, 330 or 331 of the Bankruptcy Code. The Senior Prepetition Lien, the Senior Replacement Lien, the Senior Adequate Protection Superpriority Claim, and the Junior Adequate Protection Superpriority Claim shall be subordinate to the Carve-Out solely to the extent set forth in this Interim Order. All recourse for claims relating to the Pre-Termination Date Professional Fee Carve-Out shall be exclusively limited to the aggregate amount of funds in the Young Conaway Stargatt & Taylor, LLP Client Trust Account as of the Termination Date that were funded into such account in accordance with the terms and conditions of this Interim Order. Other than aggregate amount of funds in the Young Conaway Stargatt & Taylor, LLP Client Trust Account as of the Termination Date that were funded into such account in accordance with the terms and conditions of this Interim Order, none of the Senior Lien Agent's liens and claims in or against the Collateral, the Debtors and/or their estates shall be subordinate to the Pre-Termination Date Professional Fee Carve-Out. For the avoidance of doubt, nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation described herein.

(b) Prior to the Termination Date, the Debtors are authorized to wire transfer funds, on a weekly basis, to the Young Conaway Stargatt & Taylor, LLP Client Trust Account in an amount equal to but not to exceed the amount forth in the Budget for each such week (the "Professional Fee Trust Amount"). The Senior Lien Agent shall not have any responsibility, liability or obligation whatsoever to ensure that the Debtors fund the Young Conaway Stargatt &

Taylor, LLP Client Trust Account or that the Young Conaway Stargatt & Taylor, LLP Client Trust Account has funds equal to the aggregate amounts set forth in the Budget for any applicable period. The Debtors may only fund the Young Conaway Stargatt & Taylor, LLP Client Trust Account prior to the Termination Date up to, but not to exceed, the amount of "total restructuring fees" set forth in the Budget for any week. The Debtors shall not (i) fund the Young Conaway Stargatt & Taylor, LLP Client Trust Account on account of future or prospective fees to be incurred by any professional or (b) fund or cause to fund the Young Conaway Stargatt & Taylor, LLP Client Trust Account in a manner or amount that is inconsistent with the Budget. No Cash Collateral shall be transferred to or deposited into the Young Conaway Stargatt & Taylor, LLP Client Trust Account other than in accordance with the terms hereof. On and after the Termination Date, no funds of the Debtors (including Cash Collateral) shall be transferred or deposited into in the Young Conaway Stargatt & Taylor, LLP Client Trust Account other than the Post-Termination Date Professional Fee Carve Out.

5. Termination Date. Immediately upon written notice by the Senior Lien Agent to the Debtors, the U.S. Trustee and, if appointed, any Committee, the Debtors' authorization, and the Senior Lien Agent's consent for the Debtors, to use Cash Collateral pursuant to this Interim Order shall terminate on the earliest to occur of the following (the earliest such date, herein defined as the "Termination Date"): (i) the date of the Final Hearing; (ii) the entry of an order of this Court terminating the right of any Debtor to use Cash Collateral; (iii) the dismissal of any of the Cases or the conversion of any of the Cases to a case under chapter 7 of the Bankruptcy Code; (iv) the appointment in any of the Cases of a trustee or an examiner with expanded powers; (v) the entry of any order of the Court that impairs in any way the security interests, liens, priority claims or rights granted to the Senior Lien Agent under the terms of this Interim

Order; (vi) this Interim Order shall cease, for any reason, to be in full force and effect, or the Debtors shall so assert in writing, or any liens or claims created in favor of the Senior Lien Agent under this Interim Order shall cease to be enforceable and of the same effect and priority purported to be created hereby, or the Debtors shall so assert in writing; (vii) any of the Debtors challenge or object to the extent, validity, enforceability, priority, perfection and/or non-avoidability of the Senior Prepetition Obligations or the Senior Lien Agent's security interests in and liens upon the Collateral; (viii) an order of this Court shall be entered reversing, staying, vacating or otherwise modifying this Interim Order or any provision contained herein without the prior written consent of the Senior Lien Agent; (ix) the actual "Total Cash Receipts", "Total Disbursements", and/or "Inventory (excluding consignment)" identified in the Budget for any Measurement Period deviates beyond the Permitted Variance as set forth in paragraph 3(c) of this Interim Order for such Measurement Period, without, in each instance, the prior written consent of the Senior Lien Agent; (x) any Debtor fails to pay in full the Senior Prepetition Obligations in accordance with the terms set forth in this Interim Order, without the prior written consent of the Senior Lien Agent; (xi) any material misrepresentation by any Debtor in the financial reporting or certifications to be provided by the Debtors to the Senior Lien Agent under the Senior Lien Credit Documents and/or this Interim Order; (xii) any of the Debtors propose or support any plan of reorganization or sale of all or substantially all of any Debtor's assets or entry of any order confirming any such confirmation plan or sale that is not conditioned on the payment in full in cash, on the effective date of such plan or sale, of the Senior Adequate Protection Superpriority Claim (as defined below); (xiii) the Debtors fail to provide any additional adequate protection ordered by the Court and such failure shall continue unremedied for more than three (3) business days after written notice thereof; and (xiv) any Debtor's failure

to perform, in any respect, any of its material obligations under this Interim Order; the termination or resignation of the Liquidator without the prior written consent of the Senior Lien Agent.

6. Adequate Protection.

(a) Replacement Liens.

(i) *Senior Replacement Liens*. As adequate protection for the amount of diminution in value of its interests in the Prepetition Collateral, including, without limitation, the aggregate amount of Cash Collateral used by any Debtor, the imposition of the automatic stay and any other act or omission which causes diminution in the value of its interests in the Prepetition Collateral (collectively, the "Diminution in Value"), the Senior Lien Agent is hereby granted, pursuant to sections 361 and 363 of the Bankruptcy Code, valid, binding, enforceable and perfected replacement liens upon and security interests in all of each Debtor's presently owned or hereafter acquired property and assets, whether such property and assets were acquired by such Debtor before or after the Petition Date, of any kind or nature, whether real or personal, tangible or intangible, wherever located, and the proceeds and products thereof, including, without limitation, the proceeds from any disposition of any leasehold interests of the Debtors and, subject only to the entry of a Final Order, all leasehold interests of the Debtors (collectively, to the extent acquired after the Petition Date, the "Postpetition Collateral" and, together with the Prepetition Collateral and the Cash Collateral, the "Collateral") to the extent of any Diminution in Value (the "Senior Replacement Lien"); provided, that the Senior Replacement Lien shall attach to property recovered as a result of transfers or obligations avoided or actions maintained or taken pursuant to Sections 542, 544, 545, 547, 548, 549, 550, 551, 552 and 553 of the Bankruptcy Code only upon the entry of the Final Order granting such relief. The Senior

Replacement Lien shall be junior and subordinate only to (A) any Permitted Liens, (B) the Senior Prepetition Lien on the Prepetition Collateral, and (C) the Carve-Out, and shall otherwise be senior to all other security interests in, liens on, or claims against any asset of a Debtor and all rights of payment of all other parties. Other than as set forth herein, the Senior Replacement Lien shall not be made subject to or *pari passu* with any lien or with any lien or security interest previously or hereinafter granted in any of the Cases or any Successor Case. The Senior Replacement Lien shall be valid, binding and enforceable against any trustee or other estate representative appointed in any Case, upon the conversion of any of the Cases to a case under chapter 7 of the Bankruptcy Code (collectively, "Successor Cases") and/or upon the dismissal of any Case or Successor Case. For the avoidance of doubt, the Senior Replacement Lien shall not include any leasehold interests of the Debtors until entry of a Final Order but shall include the proceeds from any disposition of any leasehold interests of the Debtors.

(ii) *June 2016 Junior Replacement Liens*. As adequate protection for the amount of any Diminution in Value of its interests in the June 2016 Junior Prepetition Collateral, the Junior Noteholder is hereby granted, pursuant to sections 361 and 363 of the Bankruptcy Code, valid, binding, enforceable and perfected replacement liens upon and security interests in all of the presently owned or hereafter acquired property and assets of Debtor Marsh Supermarkets Company, LLC ("Marsh Supermarkets"), whether such property and assets were acquired by Marsh Supermarkets before or after the Petition Date, of any kind or nature, whether real or personal, tangible or intangible, wherever located, and the proceeds and products thereof, including, without limitation, the proceeds from any disposition of any leasehold interests of Marsh Supermarkets and, subject only to the entry of a Final Order, all leasehold interests of Marsh Supermarkets, to the extent of any Diminution in Value in the June 2016 Junior

Prepetition Collateral (the "June 2016 Junior Replacement Lien"); provided, that the June 2016 Junior Replacement Lien shall not attach to property recovered as a result of transfers or obligations avoided or actions maintained or taken pursuant to Sections 542, 544, 545, 547, 548, 549, 550, 551, 552 and 553 of the Bankruptcy Code. The June 2016 Junior Replacement Lien shall be junior and subordinate only to (A) any Permitted Liens, (B) the Senior Prepetition Lien on the Prepetition Collateral, (C) the Senior Replacement Lien and (D) the Carve-Out, and shall otherwise be senior to all other security interests in, liens on, or claims against any asset of Marsh Supermarkets and all rights of payment of all other parties. Other than as set forth herein, the June 2016 Junior Replacement Lien shall not be made subject to or *pari passu* with any lien or with any lien or security interest previously or hereinafter granted in the Case of Marsh Supermarkets or any Successor Case of Marsh Supermarkets. The June 2016 Junior Replacement Lien shall be valid, binding and enforceable against any trustee or other estate representative appointed in the Case of Marsh Supermarkets, upon the conversion of the Case of Marsh Supermarkets to a case under chapter 7 of the Bankruptcy Code and/or upon the dismissal of the Case of Marsh Supermarkets or any Successor Case of Marsh Supermarkets. For the avoidance of doubt, the June 2016 Junior Replacement Lien shall not include any leasehold interests of Marsh Supermarkets until entry of Final Order but shall include the proceeds from any disposition of any leasehold interests of Marsh Supermarkets.

(iii) *October 2016 Junior Replacement Liens*. As adequate protection for the amount of any Diminution in Value of its interests in the October 2016 Junior Prepetition Collateral, the Junior Noteholder is hereby granted, pursuant to sections 361 and 363 of the Bankruptcy Code, valid, binding, enforceable and perfected replacement liens upon and security interests in all of each Debtor's presently owned or hereafter acquired property and assets,

whether such property and assets were acquired by such Debtor before or after the Petition Date, of any kind or nature, whether real or personal, tangible or intangible, wherever located, and the proceeds and products thereof, including, without limitation, the proceeds from any disposition of any leasehold interests of the Debtors and, subject only to the entry of a Final Order, all leasehold interests of the Debtors, to the extent of any Diminution in Value in the October 2016 Junior Prepetition Collateral (the "October 2016 Junior Replacement Lien" and together with the June 2016 Junior Replacement Lien, the "Junior Replacement Lien"); provided, that the October 2016 Junior Replacement Lien shall not attach to property recovered as a result of transfers or obligations avoided or actions maintained or taken pursuant to Sections 542, 544, 545, 547, 548, 549, 550, 551, 552 and 553 of the Bankruptcy Code. The October 2016 Junior Replacement Lien shall be junior and subordinate only to (A) any Permitted Liens, (B) the Senior Prepetition Lien on the Prepetition Collateral, (C) the Senior Replacement Lien and (D) the Carve-Out, and shall otherwise be senior to all other security interests in, liens on, or claims against any asset of a Debtor and all rights of payment of all other parties. Other than as set forth herein, the October 2016 Junior Replacement Lien shall not be made subject to or *pari passu* with any lien or with any lien or security interest previously or hereinafter granted in any of the Cases or any Successor Case. The October 2016 Junior Replacement Lien shall be valid, binding and enforceable against any trustee or other estate representative appointed in any Case, upon the conversion of any of the Cases to a case under chapter 7 of the Bankruptcy Code and/or upon the dismissal of any Case or Successor Case. For the avoidance of doubt, the October 2016 Junior Replacement Lien shall not include any leasehold interests of the Debtors until entry of a Final Order but shall include the proceeds from any disposition of any leasehold interests of the Debtors.

(iv) Notwithstanding Section 4.1(d) of the June 2016 and October 2016 Subordination Agreements, the Junior Noteholder shall not seek to take any Enforcement Action (as defined in the June and October 2016 Subordination Agreements) until the Senior Lien Agent has been Paid In Full (as defined in this Order), including, but not limited to, seeking relief from the automatic stay, seeking further adequate protection other than that provided to the Junior Noteholder in this Interim Order or seeking relief after a Termination Date event.

(b) Default Interest. At all times during the Cases, interest on all outstanding Obligations (as defined in the Senior Lien Credit Agreement) shall bear interest at the applicable Default Rate (as defined and set forth in the Senior Lien Credit Agreement).

(c) Section 507(b) Priority Claims.

(i) *Senior Adequate Protection Superpriority Claim*. As adequate protection for the Diminution in Value, the Senior Lien Agent is hereby granted as and to the extent provided by Sections 503 and 507(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim in the Cases and any successor bankruptcy case (the "Senior Adequate Protection Superpriority Claim"). The Senior Adequate Protection Superpriority Claim shall be subordinate to the Carve-Out solely to the extent set forth in this Interim Order, but otherwise shall have priority over all administrative expense claims, including administrative expenses of the kinds specified in or ordered pursuant to Sections 503(b) and 507(b) of the Bankruptcy Code, and unsecured claims against each Debtor and each Estate now existing or hereafter arising, of any kind or nature whatsoever.

(ii) *June 2016 Junior Adequate Protection Superpriority Claim*. As adequate protection for the Diminution in Value of its interest in the June 2016 Junior Prepetition Collateral, the Junior Noteholder is hereby granted as and to the extent provided by Sections 503

and 507(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim in the Case of Marsh Supermarkets and any successor bankruptcy case of Marsh Supermarkets (the "June 2016 Junior Adequate Protection Superpriority Claim"). The June 2016 Junior Adequate Protection Superpriority Claim shall be subordinate to the Carve-Out and the Senior Adequate Protection Superpriority Claim solely to the extent set forth in this Interim Order, but otherwise shall have priority over all administrative expense claims, including administrative expenses of the kinds specified in or ordered pursuant to Sections 503(b) and 507(b) of the Bankruptcy Code, in the Case of Marsh Supermarkets and unsecured claims against Marsh Supermarkets and its Estate now existing or hereafter arising, of any kind or nature whatsoever.

(iii) *October 2016 Junior Adequate Protection Superpriority Claim*. As adequate protection for the Diminution in Value of its interest in the October 2016 Junior Prepetition Collateral, the Junior Noteholder is hereby granted as and to the extent provided by Sections 503 and 507(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim in the Cases and any successor bankruptcy case (the "October 2016 Junior Adequate Protection Superpriority Claim," and together with the June 2016 Junior Adequate Protection Superpriority Claim, the "Junior Adequate Protection Superpriority Claim"). The October 2016 Junior Adequate Protection Superpriority Claim shall be subordinate to the Carve-Out and the Senior Adequate Protection Superpriority Claim solely to the extent set forth in this Interim Order, but otherwise shall have priority over all administrative expense claims, including administrative expenses of the kinds specified in or ordered pursuant to Sections 503(b) and 507(b) of the Bankruptcy Code, and unsecured claims against each Debtor and each Estate now existing or hereafter arising, of any kind or nature whatsoever.

(d) Cash Management. Until Senior Lien Agent receives Payment in Full (as defined below), (i) Senior Lien Agent shall have, and continue to have, exclusive dominion and control on all deposit accounts and other accounts of Debtors, and all banks, depository entities, securities intermediaries and commodities intermediaries that are parties to any Control Agreements (as defined in the Senior Lien Credit Agreement) shall be authorized and directed to continue affording Senior Lien Agent with exclusive dominion and control over such accounts in accordance with the terms and conditions of the applicable Control Agreements, all of which agreements are hereby ratified and authorized in accordance with their respective terms; and (ii) prior to the Termination Date, Senior Lien Agent shall hold, and not apply to repay the Obligations, all Cash Collateral actually received by Senior Lien Agent, and shall remit such Cash Collateral so received to the Debtors on a weekly basis in accordance with the Budget and this Interim Order; provided, that (A) on and after the Termination Date, Senior Lien Agent shall be authorized to apply any and all Cash Collateral on hand or thereafter received by Senior Lien Agent against the Obligations for permanent application against such debt without further notice to the Debtors or any other party, and (B) prior to the Termination Date, Debtors shall be permitted to maintain a cash balance in their bank accounts in the aggregate amount not to exceed at any time $1,000,000 to be used by the Debtors for disbursements in accordance with the Budget prior to the Termination Date, with any cash received or held by Debtors in excess of such $1,000,000 to be remitted to Senior Lien Agent. The term "Payment in Full" or "Paid in Full" means (I) all of the Obligations have been paid in full in cash; (II) in the case of any contingent or unliquidated Obligations, including, without limitation, any obligations that Debtors are required to furnish cash collateral to Senior Lien Agent in accordance with the Senior Lien Credit Documents, and any other liabilities arising from matters or circumstances

known to Senior Lien Agent at the time which are reasonably expected to result in any actual loss, cost, damage or expense (including attorneys' fees and legal expenses) to Senior Lien Agent, the provision to Senior Lien Agent of cash collateral in an amount determined by Senior Lien Agent to fully secure and collateralize such contingent or unliquidated obligations and liabilities; and (III) that Senior Lien Agent shall receive a release from each Debtor and the Committee of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities in form and substance acceptable to Senior Lien Agent.

(e) Administration Fee. In consideration for the Senior Lien Agent's consent to the use of its Cash Collateral in accordance with the terms of this Interim Order, Senior Lien Agent shall be paid, in addition to all Obligations owing by Debtors to Senior Lien Agent, a weekly administration fee of fifty thousand ($50,000) dollars (the "Administration Fee"), commencing on the date of this Interim Order, and each week thereafter until all Obligations are Paid in Full. The Administration Fee shall be fully earned and payable on the date of this Interim Order and the Monday of each week thereafter. The Administration Fee shall be part of the Obligations owing to Senior Lien Agent as and when such fee is earned in accordance with this Interim Order. Notwithstanding paragraph 6(d) of this Interim Order, Senior Lien Agent is hereby authorized to apply any Cash Collateral that Senior Lien Agent has on hand at any time to the permanent payment of the Administration Fee without further notice to the Debtors or any other party.

(f) Notwithstanding anything to the contrary set forth herein, the adequate protection granted by this Interim Order is without prejudice to the Senior Lien Agent's right to

seek additional adequate protections from this Court. The use of Cash Collateral pursuant to the terms and conditions this Interim Order and in accordance with the Budget shall not be deemed to be a consent by the Senior Lien Agent to any other or further use of Cash Collateral.

7. Insurance. At all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition Collateral on substantially the same basis as maintained prior to the Petition Date. The Debtors shall provide the Senior Lien Agent with proof of the foregoing within five (5) days of written demand and give the Senior Lien Agent reasonable access to Debtors' records in this regard.

8. Retention of Liquidator. The Debtors shall file an application within three (3) days of entry of this Interim Order, on terms and conditions reasonably acceptable to the Senior Lien Agent, and subject to the approval of the Court, seeking this Court's authorization for Hilco Merchant Resources ("Liquidator") to manage going out of business sales of the Debtors' store location on terms and conditions reasonably acceptable to the Senior Lien Agent.

9. Proof of Claim. The Senior Lien Agent and the Junior Noteholder will not be required to file proofs of claim or requests for approval of administrative expenses in any Case or Successor Case. The acknowledgment by Debtors of the Senior Prepetition Obligations and the Junior Prepetition Obligations and the liens, rights, priorities and protections granted to or in favor of the Senior Lien Agent and the Junior Noteholder in respect of the Prepetition Collateral as set forth herein and in the Senior Lien Credit Documents and the Junior Note Documents, as applicable, shall be deemed a timely filed proof of claim on behalf of the Senior Lien Agent and the Junior Noteholder, as applicable, in each of the Cases.

10. Relief from the Automatic Stay.

(a) The automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified to permit (i) the Debtors to implement and perform the terms of this Interim Order, and (ii) the Debtors to create, and the Senior Lien Agent to perfect, the Senior Replacement Lien and other Liens granted hereunder. The Senior Lien Agent shall not be required to file UCC financing statements or other instruments with any other filing authority to perfect the Liens, including the Senior Replacement Lien, granted by this Interim Order or to take any other actions to perfect such Liens, which shall be deemed automatically perfected by the docketing of this Interim Order by the Clerk of the Court, and deemed to be effective as of the Petition Date. If, however, the Senior Lien Agent shall elect for any reason to file, record or serve any such financing statements or other documents with respect to such Liens, then the Debtors shall execute same upon request 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 this Case on the Petition Date.

(b) In addition, and without limiting the foregoing, upon the occurrence of the Termination Date, and after providing five (5) business days (the "Stay Relief Notice Period") prior written notice (the "Enforcement Notice") to (i) the Court, (ii) counsel for the Debtors, (iii) counsel for the Committee (if appointed), and (iv) the U.S. Trustee, the Senior Lien Agent shall be entitled to an expedited hearing before this Court to occur immediately following the expiration of the Stay Relief Notice Period in order to obtain relief from the automatic stay provisions of section 362 of the Bankruptcy Code to take any action and exercise all rights and remedies against the Collateral provided under this Interim Order, the Senior Lien Loan Documents or applicable law that the Senior Lien Agent may deem appropriate in its sole

discretion to proceed against and realize upon the Collateral or any other assets or properties of Debtors' Estates upon which the Senior Lien Agent has been or may hereafter be granted liens or security interests to obtain the full and indefeasible repayment of all Obligations (as defined in the Senior Lien Credit Agreement).

(c) The automatic stay provisions of section 362 of the Bankruptcy Code and any other restriction imposed by an order of the Court or applicable law are hereby modified without further notice, application or order of the Court to the extent necessary to permit the Senior Lien Agent to perform any act authorized or permitted under or by virtue of this Interim Order, the Senior Lien Credit Agreement or the other Senior Lien Loan Documents, as applicable, including, without limitation, (i) to implement the post-petition financing arrangements authorized by this Interim Order, (ii) to take any act to create, validate, evidence, attach or perfect any lien, security interest, right or claim in the Collateral, (iii) to assess, charge, collect, advance, deduct and receive payments with respect to the Senior Prepetition Obligations, including, without limitation, all interests, fees, costs and expenses permitted under the Senior Lien Credit Documents and apply such payments to the Senior Prepetition Obligations, and (iv) immediately following the expiration of the Stay Relief Notice Period, unless stayed, to take any action and exercise all rights and remedies provided to it by this Interim Order, the Senior Lien Credit Agreement, the other Senior Lien Credit Documents or applicable law. In addition, and without limiting the foregoing, upon the expiration of the Stay Relief Notice Period, the Senior Lien Agent shall be entitled to take any action and exercise all rights and remedies provided to it by this Interim Order, the Senior Lien Credit Documents or applicable law that the Senior Lien Agent may deem appropriate in its discretion to proceed against and realize upon the Collateral or any other assets or properties of Debtors' Estates upon which the Senior Lien

Agent, has been or may hereafter be granted liens or security interests to obtain the full and indefeasible repayment of all Senior Prepetition Obligations.

(d) Notwithstanding anything to the contrary in this Interim Order, the rights of the Senior Lien Agent to enter onto the Debtors' leased premises shall be limited to (i) any such rights agreed to in writing by the applicable landlord and the Senior Lien Agent (including, without limitation, in the governing lease agreement itself or in any landlord waiver or similar agreement), (ii) any rights that the Senior Lien Agent has under non-bankruptcy law, if any, or (iii) such rights as may be granted by the Court on a separate motion with notice to the applicable landlords of the leased premises and an opportunity for such landlords to respond and be heard.

11. Reversal, Modification, Vacatur, or Stay. Any reversal, modification, vacatur, or stay of any or all of the provisions of this Interim Order (other than in accordance with the Final Order) shall not affect the validity or enforceability of any Senior Replacement Lien, the Senior Adequate Protection Superpriority Claim, any Junior Replacement Lien, the Junior Adequate Protection Superpriority Claim or any claim, lien, security interest, or priority authorized or created hereby with respect to any Senior Replacement Lien, the Senior Adequate Protection Superpriority Claim, any Junior Replacement Lien or the Junior Adequate Protection Superpriority Claim, incurred prior to the effective date of such reversal, modification, vacatur, or stay. Notwithstanding any reversal, modification, vacatur, or stay (other than in accordance with the Final Order), (a) this Interim Order shall govern, in all respects, any use of Cash Collateral or Senior Replacement Lien, Senior Adequate Protection Superpriority Claim, Junior Replacement Lien, or Junior Adequate Protection Superpriority Claim incurred by the Debtors prior to the effective date of such reversal, modification, vacatur, or stay, and (b) the Senior Lien Agent and the Junior Noteholder, as applicable, shall be entitled to all the benefits and

protections granted by this Interim Order with respect to any such use of Cash Collateral or such Senior Replacement Lien, Senior Adequate Protection Superpriority Claim, Junior Replacement Lien or Junior Adequate Protection Superpriority Claim incurred by the Debtors.

12. No Waiver for Failure to Seek Relief. The failure or delay of the Senior Lien Agent or the Junior Noteholder to seek relief or otherwise exercise any of its rights and remedies under this Interim Order, the Senior Lien Credit Agreement, the other Senior Lien Credit Documents, the Junior Note Documents or applicable law, as the case may be, shall not constitute a waiver of any rights hereunder, thereunder, or otherwise, by the Senior Lien Agent or the Junior Noteholder, as applicable.

13. Section 507(b) Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Senior Lien Agent and the Junior Noteholder, as applicable, hereunder is insufficient to compensate for any Diminution in Value during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by the Senior Lien Agent or the Junior Noteholder, that the adequate protection granted herein does in fact adequately protect the Senior Lien Agent and the Junior Noteholder, as applicable, against any diminution in value of its interests in the Prepetition Collateral (including the Cash Collateral).

14. Marshalling. In no event shall the Senior Lien Agent be subject to the equitable doctrine of "marshalling" or any similar doctrine with respect to the Collateral. Subject to the entry of a Final Order granting such relief, the Senior Lien Agent shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Senior Lien Agent with respect to proceeds, products, offspring or profits of any of the Collateral, as applicable.

15. Without limiting the rights of the Senior Lien Agent contained in this Interim Order, the Senior Lien Agent shall have the right, upon three (3) business days written notice to the Debtors, at any time during the Debtors' normal business hours, to inspect, audit, examine, check, make copies of or extract from the non-privileged books, accounts, checks, orders, correspondence and other records of the Debtors, and to inspect, audit and monitor all or any part of the Collateral, and the Debtors shall make all of same reasonably available to the Senior Lien Agent and each of its representatives, for such purposes.

16. The Cash Collateral shall not, directly or indirectly, be used to pay administrative expenses of the Debtors and or the Estates except for those operating expenses (including the statutorily required fees payable to the Office of the United States Trustee pursuant to 28 U.S.C. §1930 and any interest due thereon) that are set forth in the Budget or with the prior written consent of the Senior Lien Agent. The Cash Collateral and the Carve-Out may not be used in connection with or to finance in any way: (a) any action, suit, arbitration, proceeding, application, motion or other litigation of any type (i) for the payment of any services rendered by the professionals retained by any Debtor or Committee, or other representative of any estate, in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration or similar relief invalidating, setting aside, avoiding or subordinating, in whole or in part, any Senior Prepetition Liens or Senior Prepetition Obligations, (ii) for monetary, injunctive or other affirmative relief against the Senior Lien Agent or any Prepetition Collateral, or (iii) preventing, hindering or otherwise delaying the exercise by the Senior Lien Agent of any rights under this Interim Order; (b) objecting to or challenging in any way the claims, liens, or interests held by or

on behalf of the Senior Lien Agent; (c) asserting, commencing or prosecuting any claims or causes of action whatsoever, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against the Senior Lien Agent or Senior Prepetition Liens; or (d) prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any of the Senior Prepetition Liens, the Senior Prepetition Obligations or any other rights or interest of the Senior Lien Agent; provided, that up to an aggregate amount of $15,000 of (x) the proceeds of the Prepetition Collateral (including Cash Collateral) and (y) the Carve-Out may be used by the Committee during the Challenge Period to investigate the claims and liens of the Senior Lien Agent (and other potential claims, counterclaims, causes of action or defenses against the Senior Lien Agent; provided, further, that any amounts incurred in excess of such amount need not be paid in order for any plan of reorganization in any of the Cases to satisfy the provisions of Section 1129(a)(9) of the Bankruptcy Code.

17. Binding Effect. This Interim Order shall be binding upon and inure to the benefit of the Senior Lien Agent, the Junior Noteholder, and the Debtors and their respective successors and assigns, including, without any limitation, any trustee, responsible officer, examiner, estate administrator or representative, or similar person appointed in a case for the Debtors under any chapter of the Bankruptcy Code. No rights are entered under this Interim Order for the benefit of any creditor of the Debtors, any other party in interest in the Cases, or any other person or entities, or any direct, indirect or incidental beneficiaries thereof.

18. Effect of Debtors' Stipulations on Third Parties.

(a) Subject to Paragraph 18(b) hereof, each stipulation, admission, and agreement contained in this Interim Order including, without limitation, the Debtors' Stipulations, shall be

binding upon the Debtors, their Estates and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors) under all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined herein) as of the date of the Petition Date.

(b) Nothing in this Interim Order shall prejudice the rights of any Committee or any other party in interest, if granted standing by the Court, to seek, solely in accordance with the provisions of this Paragraph 18, to assert claims against the Senior Lien Agent or the Junior Noteholder, on behalf of the Debtors or the Debtors' creditors or to otherwise challenge the Debtors' Stipulations, including, but not limited to those in relation to (i) the validity, extent, priority, or perfection of the security interests, and liens of the Senior Lien Agent and the Junior Noteholder, (ii) the validity, allowance, priority, or amount of the Senior Prepetition Obligations or the Junior Prepetition Obligations, or (iii) any liability of the Senior Lien Agent with respect to anything arising from the Senior Lien Credit Documents or any liability of the Junior Noteholder with respect to anything arising from the Junior Note Documents. Notwithstanding the immediately preceding sentence, any Committee or any other party in interest must, after obtaining standing approved by the Court, commence a contested matter or adversary proceeding raising such claim, objection, or challenge, including, without limitation, any claim or cause of action against the Senior Lien Agent or the Junior Noteholder (each, a "Challenge") no later than (i) with respect to any Committee, the date that is sixty (60) days after the Committee's formation, (ii) if no Committee is appointed then with respect to other parties in interest, no later than the date that is seventy-five (75) days after the entry of this Interim Order, or (iii) with respect to any chapter 11 trustee appointed in the Cases, or any chapter 7 trustee appointed in any Successor Case, prior to the expiration of the periods set forth in subsections (i) and (ii) above,

no later than the date that is the later of (A) fourteen (14) days after the appointment of such trustee or (B) the expiration of the time periods set forth in the foregoing subsections (i) and (ii) above (collectively, the "Challenge Period"). The Challenge Period may only be extended with the written consent of the Senior Lien Agent or the Junior Noteholder, as applicable, prior to the expiration of the Challenge Period, and for the avoidance of doubt, any such extension shall only apply to the Senior Lien Agent or the Junior Noteholder, as applicable. Only those parties in interest who commence a Challenge within the Challenge Period may prosecute such Challenge. As to (x) any parties in interest, including any Committee, who fail to file a Challenge within the Challenge Period, or if any such Challenge is filed and overruled or otherwise finally resolved or adjudicated in favor of the Senior Lien Agent or the Junior Noteholder, as applicable, or (y) any and all matters that are not expressly the subject of a timely Challenge: (1) any and all such Challenges by any party (including, without limitation, any Committee, any chapter 11 trustee, any examiner or any other estate representative appointed in the Debtors' Cases, or any chapter 7 trustee, any examiner or any other estate representative appointed in any Successor Case), shall be deemed to be forever waived and barred, (2) all of the findings, Debtors' Stipulations, waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to the claims, liens, and interests of the Senior Lien Agent and the Junior Noteholder, as applicable, shall be of full force and effect and forever binding upon the Debtors' bankruptcy estates and all creditors, interest holders, and other parties in interest in the Chapter 11 Cases and any Successor Cases, and (3) any and all claims or causes of action against the Senior Lien Agent and the Junior Noteholder, as applicable, relating in any way to the Senior Lien Credit Documents, Senior Prepetition Obligations, and Senior Prepetition Liens or the Junior Note Documents, Junior Prepetition Obligations, or Junior Prepetition Liens, as applicable, shall be released by the

Debtors' estates, all creditors, interest holders, and other parties in interest in the Chapter 11 Cases and any Successor Cases.

(c) Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including any Committee, standing or authority to pursue any cause of action belonging to the Debtors or their Estates, including, without limitation, any Challenge with respect to the Senior Lien Credit Documents, the Senior Prepetition Obligations, the Junior Note Documents or the Junior Prepetition Obligations.

19. Reporting. During the Cash Collateral Period, Debtors shall provide the Senior Lien Agent and the Junior Noteholder with all financial and other information required under the Senior Lien Loan Documents and the Junior Note Documents, as applicable, and this Interim Order, and such other information as the Senior Lien Agent and the Junior Noteholder, as applicable, may from time to time reasonably request.

20. Effectiveness. The terms and conditions of this Interim Order shall be (i) effective and immediately enforceable upon its entry by the Clerk of the Court notwithstanding any potential application of Fed. R. Bankr. P. 6004(g), 7062, 9014 or otherwise; and (ii) not be stayed absent (a) an application by a party in interest for such stay in conformance with such Fed. R. Bankr. P. 8005, and (b) a hearing upon notice to the Notice Parties.

21. Section 506(c) Claims. Subject to entry of the Final Order granting such relief, no costs or expenses of administration which have or may be incurred in the Cases shall be charged against the Senior Lien Agent or the Junior Noteholder, their claims or the Collateral pursuant to section 506(c) of the Bankruptcy Code without the prior written consent of the Senior Lien Agent or the Junior Noteholder, as applicable, and no such consent shall be implied

from any other action, inaction or acquiescence by the Senior Lien Agent or the Junior Noteholder, as applicable.

22. Releases. Upon the earlier of (a) the entry of the Final Order, or (b) the entry of an order extending the Cash Collateral Period, and in each instance, subject to paragraph 18(b) above, in consideration of the Senior Lien Agent permitting the Debtors to use the Pre-Petition Collateral (including Cash Collateral) pursuant to the provisions of this Interim Order, each Debtor, on behalf of itself and its successors and assigns (collectively, the "Releasors"), shall forever release, discharge and acquit the Senior Lien Agent and its successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees and other representatives in their respective capacities as such (collectively, the "Pre-Petition Releasees"), of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, of every kind, nature and description, including, without limitation, any so-called "lender liability" claims or defenses, that Releasors had, have or hereafter can or may have against Pre-Petition Releasees as of the date hereof, in respect of events that occurred on or prior to the date hereof in connection with the Debtors, the Senior Lien Credit Documents, or the Obligations (as defined in the Senior Lien Credit Agreement).

23. Survival. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (a) confirming any plan of reorganization in any of the Cases, (b) converting any of the Cases to a case under chapter 7 of the Bankruptcy Code, (c) dismissing any of the Cases or Successor Cases, or (d) pursuant to which this Court abstains from hearing any of the Cases or Successor Cases. The terms and provisions of this Interim Order, as well as the Senior Adequate Protection Superpriority Claim,

the Senior Replacement Lien, the Junior Adequate Protection Superpriority Claim, the Junior Replacement Lien and all other claims and Liens granted by this Interim Order, shall (a) continue in this or any other superseding case under the Bankruptcy Code, (b) be valid and binding on all parties in interest, including, without limitation, any Committee, chapter 11 trustee, examiner or chapter 7 trustee, and (c) continue, notwithstanding any dismissal of any Case or Successor Case (and any such order of dismissal shall so provide), and such claims and Liens shall maintain their priority as provided by this Interim Order until the Obligations (as defined in the Senior Lien Credit Agreement) and the Junior Prepetition Obligations, as applicable, are satisfied in full.

24. Discharge Waiver. Subject to the entry of the Final Order, the Debtors expressly stipulate, and the Court finds and adjudicates that, neither the Senior Adequate Protection Superpriority Claim, the Senior Replacement Lien, the Junior Replacement Lien, or the Junior Adequate Protection Superpriority Claim shall be discharged by the entry of an order confirming any plan of reorganization, notwithstanding section 1142(d) of the Bankruptcy Code, unless (i) the order is entered with the prior written consent of the Senior Lien Agent or the Junior Noteholder, as applicable, or (ii) the Senior Adequate Protection Superpriority Claim or the Junior Adequate Protection Superpriority Claim, as applicable, has been paid in full in cash on or before the effective date of such plan.

25. 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) the Senior Lien Agent's right to seek any other relief in respect of the Debtors (including the right to seek additional adequate protection); (b) the Senior Lien Agent's right to seek the payment by the Debtors of post-petition interest pursuant to section 506(b) of the Bankruptcy Code; or (c) any rights of the Senior Lien Agent under the Bankruptcy Code or

under non-bankruptcy law, including the right to (i) request modification of the automatic stay pursuant to section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Cases or Successor Cases, conversion of any of the Cases to cases under chapter 7 of the Bankruptcy Code, or appointment of a chapter 11 trustee or an examiner (with or without expanded powers), (iii) propose a chapter 11 plan or plans of reorganization, subject to section 1121 of the Bankruptcy Code, or (iv) consent in writing prior to the sale of all or any portion of the Collateral outside the ordinary course of the Debtors' business (and no such consent shall be implied or construed by any action or inaction by the Senior Lien Agent). Other than as expressly set forth in this Interim Order, any other rights claims or privileges (whether legal, equitable or otherwise) of the Senior Lien Agent are preserved.

26. Payment of Compensation. Nothing herein or in the Budget shall be construed as consent to the allowance of any professional fees or expenses of any Professionals or shall affect the right of any party to object to the allowance or payment of such fees and expenses. The Senior Lien Agent shall not be responsible for the funding, direct payment or reimbursement of any fees or expenses of any Professionals incurred in connection with the Cases or any Successor Cases. Nothing in this Interim Order or otherwise shall be construed to obligate the Senior Lien Agent in any way to pay compensation to or reimburse expenses of any Professional, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

27. Milestones.

(a) On or before June 15, 2017, the Debtors shall have either (i) received Payment in Full of all Obligations on terms and conditions acceptable to Senior Lien Agent, or (ii)(A) obtained an order from the Court (in form and substance satisfactory to Senior Lien Agent) approving the sale of all or substantially all of the Debtors' assets and businesses on

terms and conditions reasonably acceptable to Senior Lien Agent, or (B) engaged a liquidation firm acceptable to Senior Lien Agent and on terms and conditions reasonably acceptable to Senior Lien Agent to conduct store closing sales at the Debtors' stores commencing on or before such date. Until all Obligations of the Senior Lien Agent are Paid in Full other than sales of the Debtors' Inventory in the ordinary course, all sales and other dispositions of the Collateral shall be subject to the consent of the Senior Lien Agent.

(b) On or before June 22, 2017, the Senior Lien Agent shall have received Payment in Full of all Obligations.

(c) Within three (3) business days of the Petition Date, the Debtors shall seek approval from this Court to retain Clear Thinking Group ("CTG") as the Chief Restructuring Officer ("CRO") of the Debtors on terms and conditions reasonably acceptable to the Senior Lien Agent. Failure by the Debtors to seek such approval within three (3) business days of the Petition Date shall be an Event of Default. Subject to the approval of the Court, CTG shall remain the Debtors' CRO (or such other person or firm reasonably acceptable to Senior Lien Agent on terms and conditions reasonably acceptable to the Senior Lien Agent) for at least so long as the Obligations of the Senior Lien Agent have not been Paid in Full.

28. Application of Proceeds. All proceeds of the Collateral received by the Senior Lien Agent, and any other amounts or payments received by the Senior Lien Agent in respect of the Senior Prepetition Obligations (as defined in the Senior Lien Credit Agreement), may be applied or deemed to be applied by the Senior Lien Agent in such manner and priority as the Senior Lien Agent may determine in its discretion, all in accordance with the Senior Lien Credit Documents and this Interim Order. Once the Obligations of the Senior Lien Agent have been Paid in Full, all proceeds of the Collateral received by the Junior Noteholder, and any other

amounts or payments received by the Junior Noteholder in respect of the Junior Prepetition Obligations, may be applied or deemed to be applied by the Junior Noteholder in such manner and priority as the Junior Noteholder may determine in its discretion, all in accordance with the Junior Note Documents and this Interim Order. Without limiting the generality of the foregoing, the Debtor is authorized without further order of this Court to pay or reimburse the Senior Lien Agent for future costs and expenses, including, without limitation, all professional fees, consultant fees and legal fees and expenses paid or incurred by the Senior Lien Agent in connection with the financing transactions as provided in this Interim Order and the Senior Lien Credit Documents, all of which shall be and are included as part of the principal amount of the Obligations (as defined in the Senior Lien Credit Agreement) and secured by the Collateral.

29. Payment and Review of Lender Fees and Expenses. The Debtors shall pay all fees and expenses under the Senior Lien Credit Documents, including, without limitation, the non-refundable payment to the Senior Lien Agent of the reasonable attorney fees and expenses and any other professional fees and expenses whether incurred before or after the Petition Date and whether incurred in connection with the Senior Lien Credit Documents, the Collateral, or the Cases; provided, that Debtors shall pay all such reasonable fees and expenses within ten (10) business days of delivery of a statement or invoice for such fees and expenses (it being understood that such statements or invoices shall not be required to be maintained in any particular format, nor shall any such counsel or other professional be required to file any interim or final fee applications with the Court or otherwise seek Court's approval of any such payments) to the Debtors, the U.S. Trustee and the Committee (if one is appointed), unless, within such ten (10) business day period, the Debtors, the U.S. Trustee or the Committee (if one is appointed) serve a written objection upon the requesting party, in which case, the Debtors shall

pay only such amounts that are not the subject of any objection and the withheld amount subsequently agreed by the objecting parties or ordered by the Court to be paid.

30. PACA/PASA. Notwithstanding anything to the contrary in this Interim Order, the Senior Replacement Lien and the Junior Replacement Lien shall not attach to the proceeds of any valid and enforceable trust claims arising under the (a) Perishable Agricultural Commodities Act of 1930 or (b) Packers and Stockyards Act of 1921 (each Act as amended, modified or supplemented from time to time).

31. Final Hearing. A hearing on the Debtors' request for a Final Order approving the Motion is scheduled for May 30, 2017, at 11:00 a.m. (Eastern time) before this Court. Within three (3) business days after entry of this Interim Order, the Debtors shall serve, or cause to be served, by first class mail or other appropriate method of service, a copy of the Motion (to the extent the Motion was not previously served on a party) and this Interim Order on (i) the Notice Parties and (ii) counsel to any Committee. Any responses or objections to the Motion shall be made in writing, conform to the applicable Bankruptcy Rules and Local Rules, be filed with the Bankruptcy Court, set forth the name of the objecting party, the basis for the objection, and the specific grounds therefor, and be served so as to be actually received no later than May 23, 2017, at 4:00 p.m. (Eastern time) by the following parties: (i) counsel for the Debtors: Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, Delaware 19801, Attn: Robert S. Brady, Esq., Michael R. Nestor, Esq., and Robert F. Poppiti, Jr., Esq.; (ii) counsel for the Senior Lien Agent: Otterbourg P.C., 230 Park Avenue, New York, NY 10169, Attn: Jonathan N. Helfat, Esq. and Daniel F. Fiorillo, Esq.; (iii) counsel for the Junior Noteholders: Kirkland & Ellis LLP, 300 North LaSalle, Chicago, IL 60654, Attn: James A. Stempel, Esq., and Morris Nichols Arsht & Tunnell, LLP, 1201 North

Market Street, 16th Floor, Wilmington, DE 19899-1347, Attn: Curtis Miller, Esq.; (iv) counsel to be selected by the Committee upon its formation if selected by such date; and (v) the Office of the U.S. Trustee for the District of Delaware: 844 King Street, Room 2207, Wilmington, DE 19801, Attn: Hannah McCollum, Esq.

32. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce this Interim Order in accordance with its terms and to adjudicate any and all matters arising from or related to the interpretation or implementation of this Interim Order.

Wilmington, Delaware
Dated: May 12, 2017

Brendan L. Shannon
Chief United States Bankruptcy Judge

EXHIBIT 1

BUDGET

Marsh Supermarkets
Cash Collateral Budget

	Beginning Balance	WE 5/13/2017	WE 5/20/2017	WE 5/27/2017	WE 6/3/2017	WE 6/10/2017	WE 6/17/2017	WE 6/21/2017	Total
Cash Receipts:									
Sales Receipts		2,882,396	10,093,138	8,988,735	8,425,400	7,939,562	7,740,691	5,719,403	51,789,325
Sales Tax		53,539	176,630	157,303	147,444	138,942	135,462	39,535	848,856
Other Deposits		200,000	731,856	1,177,292	642,292	(197,708)	242,292	120,000	2,916,024
Misc. Other Cash Receipts - Net		50,000	-	-	-	-	-	(50,000)	-
Total Cash Receipts		3,185,935	11,001,624	10,323,330	9,215,136	7,880,797	8,118,445	5,828,939	55,554,206
Cash Disbursements:									
Salaries		-	(1,200,498)	(1,279,108)	(1,134,397)	(1,079,120)	(984,120)	(1,079,120)	(6,756,363)
Taxes & Benefits		-	(575,000)	(675,000)	(825,000)	(650,000)	(625,000)	(300,000)	(3,650,000)
Real Estate Leases		-	-	(1,900,000)	-	-	-	-	(1,900,000)
Inventory Purchases - SuperValu		-	(5,843,719)	(3,987,475)	(3,857,750)	(4,221,164)	(4,093,909)	(3,921,675)	(25,925,693)
Other Inventory Purchases - DSD		-	(1,635,500)	(1,385,500)	(1,802,500)	(1,285,500)	(1,285,500)	-	(7,394,500)
Insurance		-	(135,000)	(81,118)	(50,555)	-	-	-	(266,673)
Sales Tax Payments		-	(210,705)	(247,266)	(155,442)	(167,288)	(138,274)	-	(918,975)
Cretit Card and Other Fees		(19,450)	(68,036)	(60,592)	(56,794)	(187,480)	(52,179)	(38,152)	(482,683)
Other Operating Expenses - Net		-	(194,750)	(143,605)	(75,333)	(999,333)	-	-	(1,413,021)
Misc. Other Cash Disbursements - Net		612,772	(1,545,892)	(323,987)	(691,488)	176,430	(283,570)	(401,428)	(2,457,163)
Subtotal Cash Disbursements		593,322	(11,409,101)	(10,083,651)	(8,649,260)	(8,413,455)	(7,462,552)	(5,740,375)	(51,165,071)
Bankruptcy Related Disbursements:									
Professional Fees, Noticing Agent & Trustee Fees		-	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	-	(1,000,000)
Lender Legal and Consent Fees		-	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	-	(375,000)
Total Cash Disbursements		593,322	(11,684,101)	(10,358,651)	(8,924,260)	(8,688,455)	(7,737,552)	(5,740,375)	(52,540,071)
Net Cash Flow		3,779,257	(682,476)	(35,320)	290,877	(807,658)	380,893	88,564	3,014,135
Cumulative Cash		3,779,257	3,096,781	3,061,460	3,352,337	2,544,679	2,925,571	3,014,135	
Beginning Loan Balance		(2,536,863)	(2,536,863)	(2,536,863)	(2,536,863)	(2,536,863)	(2,536,863)	(2,536,863)	
Paydown/Drawdown		-	-	-	-	-	-	-	
Interest / Fees		-	-	-	-	-	-	-	
Ending Loan Balance	(2,536,863)	(2,536,863)	(2,536,863)	(2,536,863)	(2,536,863)	(2,536,863)	(2,536,863)	(2,536,863)	
Letters of Credit	(2,706,586)	(2,706,586)	(2,706,586)	(2,706,586)	(2,706,586)	(2,706,586)	(2,706,586)	(2,706,586)	
Total Owed to Wells Fargo	(5,243,449)	(5,243,449)	(5,243,449)	(5,243,449)	(5,243,449)	(5,243,449)	(5,243,449)	(5,243,449)	
Borrowing Base	29,960,782	25,313,058	21,431,000	20,021,000	17,094,000	17,121,000	16,877,000	16,877,000	
Loan Balance	(2,536,863)	(2,536,863)	(2,536,863)	(2,536,863)	(2,536,863)	(2,536,863)	(2,536,863)	(2,536,863)	
LC's	(2,706,586)	(2,706,586)	(2,706,586)	(2,706,586)	(2,706,586)	(2,706,586)	(2,706,586)	(2,706,586)	
Excess Availability	24,717,333	20,069,609	16,187,551	14,777,551	11,850,551	11,877,551	11,633,551	11,633,551	
Inventory Roll Forward:									
Beginning Inventory		36,490,520	32,913,071	31,763,094	27,621,111	27,668,024	27,243,301	26,830,288	
Inventory Receipts		4,922,871	5,563,963	5,909,613	5,913,799	5,281,406	5,251,621	3,531,466	
Cost of Sales		(8,500,320)	(6,713,940)	(10,051,596)	(5,866,886)	(5,706,129)	(5,664,634)	(3,805,286)	
Ending Inventory	36,490,520	32,913,071	31,763,094	27,621,111	27,668,024	27,243,301	26,830,288	26,556,468	