IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
Sustainable Restaurant Holdings, Inc., *et al.*,[1]	)	Case No. 20-11087 (JTD)
Debtors.	)	(Jointly Administered)
	)	**Related to Docket No. 9**

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO OPERATE THE CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, AND (C) MAINTAIN EXISTING BUSINESS FORMS, AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an interim order (this "Interim Order"): (a) authorizing the Debtors to: (i) continue to operate the Cash Management System, as illustrated on **Exhibit 1** attached hereto, (ii) honor certain prepetition obligations related thereto, and (iii) maintain existing business forms; and (b) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of*

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each of the Debtors' respective federal tax identification numbers, are as follows: Sustainable Restaurant Holdings, Inc. (6430); SRG Operations, LLC (0486); Quickfish LLC (7391); Bamboo Sushi, LLC (9009); Quickfish Pearl District LLC (9060); Quickfish SW Stark, LLC (1879); Quickfish Slabtown LLC (7391); Quickfish Avanti (Bamboo Sushi Avanti, LLC) (9009); Bamboo Sushi NE Alberta, LLC (7610); Bamboo Sushi Lake Oswego, LLC (9484); Bamboo Sushi SW 12th, LLC (7382); Bamboo Sushi Denver Lo-Hi, LLC (4045); Bamboo Sushi NW 23rd, LLC (1361); Bamboo Sushi Seattle Cap Hill, LLC (9009); Bamboo Sushi U Village Seattle, LLC (9052); Bamboo Sushi Embarcadero SF, LLC (5837); Bamboo Sushi Bishop Ranch, LLC (3763); Bamboo Sushi Kierland Scottsdale, LLC (0483); Bamboo Sushi Commissary Kitchen, LLC (2194); Bamboo Sushi Biltmore Phoenix, LLC (9412); Bamboo Sushi Valley Fair, LLC (2887); Bamboo Sushi Washington Square, LLC (5066). The Debtors' headquarters address is: 920 SW 6th Avenue, Suite 1200, Portland, OR 97204 and mailing address is: PO Box 3347, Portland, OR 97208. The Debtors operate restaurants under the following names: Bamboo Sushi and Quickfish.

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

Reference from the United States District Court for the District of Delaware, dated February 29, 2012; and that the Debtors consent to the entry of a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.

2. The final hearing (the "Final Hearing") on the Motion shall be held on June 19, 2020, at 10:00 a.m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on June 12, 2020, and shall be served on: (a) the Debtors, Sustainable Restaurant Holdings, Inc., P.O. Box 3347, Portland, OR 97208, Attn: Matthew Park ; (b) proposed counsel to the Debtors, Klehr Harrison Harvey Branzburg LLP, 919 North Market Street, Suite 1000, Wilmington, Delaware 19801, Attn: Domenic E. Pacitti (dpacitti@klehr.com) and Michael W. Yurkewicz (myurkewicz@klehr.com); (c) counsel to the DIP Agent, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Seven N. Serajeddini, P.C. (steven.serajeddini@kirkland.com) and 300 North Lasalle, Chicago, IL 60654, Attn: Kevin McClelland (kevin.mcclelland@kirkland.com); (d) counsel to any statutory committee/Standing

Trustee appointed in these cases; and (e) Office of The United States Trustee, 844 King Street, Suite 2207, LockBox 35, Wilmington, Delaware 19801, Attn: David Villagrana (David.villagrana2@usdoj.gov). In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

3. Except as otherwise provided herein, the Debtors are authorized, on an interim basis and in their sole discretion, to: (a) continue operating the Cash Management System, substantially as identified on **Exhibit 1** attached hereto; (b) honor their prepetition obligations related thereto; and (c) utilize existing business forms.

4. The Debtors are further authorized, on an interim basis and in their sole discretion, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit 2** attached hereto; (b) use, in their present form, all existing correspondence and business forms (including letterhead and preprinted checks), as well as other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession; *provided that* to the extent applicable, once the Debtors have exhausted their existing supply of checks and forms, the Debtors will reorder checks and forms with the designation "Debtor in Possession" and the corresponding bankruptcy number on all such checks and forms; *provided further that* within 10 days of the entry of this Interim Order, the Debtors will make reasonable efforts to update any electronically produced checks to reflect their status as debtors-in-possession; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; and (e) pay any ordinary course

Bank Fees incurred in connection with the Bank Accounts, irrespective of whether such fees arose prior to the Petition Date, and to otherwise perform their obligations under the documents governing the Bank Accounts.

5. All banks at which the Bank Accounts are maintained are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

6. Within 15 days of the entry of this Interim Order, the Debtors shall contact the banks at which the Debtors hold bank accounts that are party to a Uniform Depository Agreement with the Office of the U.S. Trustee for the District of Delaware and: (a) provide such bank with the Debtors' employer identification number; and (b) identify each of their bank accounts as being held by a debtor in possession.

7. For banks at which the Debtors hold Bank Accounts that are not party to a Uniform Depository Agreement (the "UDA") with the Office of the U.S. Trustee for the District of Delaware, the Debtors shall use their good-faith efforts to cause the banks to execute a UDA with the Office of the U.S. Trustee of the District of Delaware. The Debtors' time to comply with section 345(b) of the Bankruptcy Code with respect to any uncovered financial institutions is hereby extended for a period of thirty (30) days from the date of this Interim Order (the "Extension Period"), provided that such extension is without prejudice to the Debtors' right to request a further extension of the Extension Period, including at the Final Hearing. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the

aforementioned banks are unwilling to execute a UDA in a form prescribed by the U.S Trustee are fully reserved.

8. All banks provided with notice of this Interim Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts, or otherwise issued before the Petition Date, absent further direction from the Debtors.

9. The Debtors shall maintain records in the ordinary course reflecting transfers of cash, if any, so as to permit all such transactions to be ascertainable.

10. In the course of providing cash management services to the Debtors, each of the banks at which the Bank Accounts are maintained is authorized, without further order of this Court, to deduct the applicable fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition, from the appropriate accounts of the Debtors, and further, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

11. Subject to the terms set forth herein each of the banks at which the Bank Accounts are maintained is authorized to debit the Debtors' accounts in the ordinary course and without further order of this Court on account of all checks drawn on the Debtors' accounts which have been cashed at such banks' counters or exchanged for cashier's or official checks by the payees thereof prior to the Petition Date.

12. Subject to the terms set forth herein, any bank may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of an innocent mistake made despite implementation of customary item handling procedures, shall be deemed to be nor shall be liable to the Debtors or their estates on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

13. Any and all banks are further authorized to (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account and (b) accept and hold the Debtors' funds in accordance with the Debtors' instructions; *provided that* the Debtors' banks shall not have any liability to any party for relying on such representations.

14. The Debtors are authorized to open any new Bank Accounts or close any existing Bank Accounts as they may deem necessary and appropriate in their sole discretion; *provided that* the Debtors shall give notice within 15 days to the U.S. Trustee, counsel to the DIP Agent, and any statutory committees appointed in these chapter 11 cases of the opening or closing of any Bank Accounts; *provided*, *further*, *that* the Debtors shall open any such new Bank Account at banks that have executed a Uniform Depository Agreement with the Office of the U.S. Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement.

15. Nothing contained herein shall permit any bank at which the Bank Accounts are maintained to terminate any cash management services without thirty days prior written notice to the Debtors, U.S. Trustee, counsel to the DIP Agent, and any official committee appointed in these chapter 11 cases.

16. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived.

17. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

18. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Bank Fees.

19. Nothing contained in this order authorizes the Debtors to make any intercompany transfers to any non-debtor affiliates or subsidiaries. The Debtors shall not make any intercompany transfers to any non-debtor affiliates or subsidiaries unless authorized by an order of this Court or by the Bankruptcy Code.

20. The Debtors shall maintain accurate and detailed records of all transfers, including intercompany transfers, so that all transactions may be readily ascertained, traced, recorded properly and distinguished between prepetition and postpetition transactions.

21. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the Debtors' right to

dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights or the rights of any other Person under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

22. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

23. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

24. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

25. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

26. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Dated: May 13th, 2020
Wilmington, Delaware

JOHN T. DORSEY
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Cash Management System

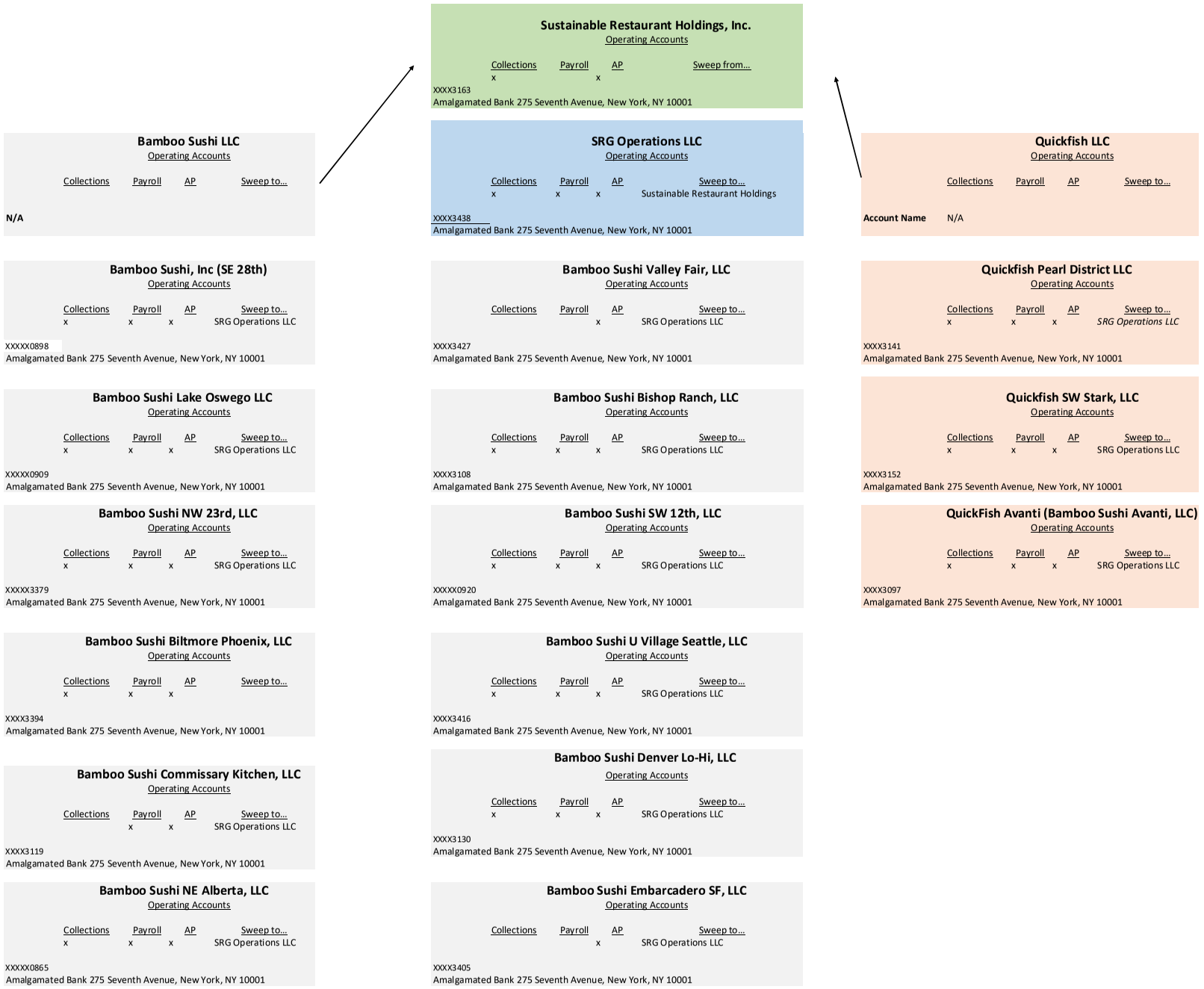
Sustainable Restaurant Holdings, Inc.
Operating Accounts
Collections Payroll AP Sweep from...
x x
XXXX3163
Amalgamated Bank 275 Seventh Avenue, New York, NY 10001
Bamboo Sushi LLC
Operating Accounts
Collections Payroll AP Sweep to...
N/A
SRG Operations LLC
Operating Accounts
Collections Payroll AP Sweep to...
x x x Sustainable Restaurant Holdings
XXXX3438
Amalgamated Bank 275 Seventh Avenue, New York, NY 10001
Quickfish LLC
Operating Accounts
Collections Payroll AP Sweep to...
Account Name N/A
Bamboo Sushi, Inc (SE 28th)
Operating Accounts
Collections Payroll AP Sweep to...
x x x SRG Operations LLC
XXXXX0898
Amalgamated Bank 275 Seventh Avenue, New York, NY 10001
Bamboo Sushi Valley Fair, LLC
Operating Accounts
Collections Payroll AP Sweep to...
x SRG Operations LLC
XXXX3427
Amalgamated Bank 275 Seventh Avenue, New York, NY 10001
Quickfish Pearl District LLC
Operating Accounts
Collections Payroll AP Sweep to...
x x x SRG Operations LLC
XXXX3141
Amalgamated Bank 275 Seventh Avenue, New York, NY 10001
Bamboo Sushi Lake Oswego LLC
Operating Accounts
Collections Payroll AP Sweep to...
x x x SRG Operations LLC
XXXXX0909
Amalgamated Bank 275 Seventh Avenue, New York, NY 10001
Bamboo Sushi Bishop Ranch, LLC
Operating Accounts
Collections Payroll AP Sweep to...
x x x SRG Operations LLC
XXXX3108
Amalgamated Bank 275 Seventh Avenue, New York, NY 10001
Quickfish SW Stark, LLC
Operating Accounts
Collections Payroll AP Sweep to...
x x x SRG Operations LLC
XXXX3152
Amalgamated Bank 275 Seventh Avenue, New York, NY 10001
Bamboo Sushi NW 23rd, LLC
Operating Accounts
Collections Payroll AP Sweep to...
x x x SRG Operations LLC
XXXXX3379
Amalgamated Bank 275 Seventh Avenue, New York, NY 10001
Bamboo Sushi SW 12th, LLC
Operating Accounts
Collections Payroll AP Sweep to...
x x x SRG Operations LLC
XXXXX0920
Amalgamated Bank 275 Seventh Avenue, New York, NY 10001
QuickFish Avanti (Bamboo Sushi Avanti, LLC)
Operating Accounts
Collections Payroll AP Sweep to...
x x x SRG Operations LLC
XXXX3097
Amalgamated Bank 275 Seventh Avenue, New York, NY 10001
Bamboo Sushi Biltmore Phoenix, LLC
Operating Accounts
Collections Payroll AP Sweep to...
x x x
XXXX3394
Amalgamated Bank 275 Seventh Avenue, New York, NY 10001
Bamboo Sushi U Village Seattle, LLC
Operating Accounts
Collections Payroll AP Sweep to...
x x x SRG Operations LLC
XXXX3416
Amalgamated Bank 275 Seventh Avenue, New York, NY 10001
Bamboo Sushi Commissary Kitchen, LLC
Operating Accounts
Collections Payroll AP Sweep to...
x x SRG Operations LLC
XXXX3119
Amalgamated Bank 275 Seventh Avenue, New York, NY 10001
Bamboo Sushi Denver Lo-Hi, LLC
Operating Accounts
Collections Payroll AP Sweep to...
x x x SRG Operations LLC
XXXX3130
Amalgamated Bank 275 Seventh Avenue, New York, NY 10001
Bamboo Sushi NE Alberta, LLC
Operating Accounts
Collections Payroll AP Sweep to...
x x x SRG Operations LLC
XXXXX0865
Amalgamated Bank 275 Seventh Avenue, New York, NY 10001
Bamboo Sushi Embarcadero SF, LLC
Operating Accounts
Collections Payroll AP Sweep to...
x SRG Operations LLC
XXXX3405
Amalgamated Bank 275 Seventh Avenue, New York, NY 10001

Exhibit 2

BANK ACCOUNT LIST

Bank Account List

Account Name	Bank	Account Number
Bamboo Sushi, Inc (SE 28th)	Amalgamated Bank	XXXXX0898
Bamboo Sushi NW 23rd, LLC	Amalgamated Bank	XXXXX3379
Bamboo Sushi NE Alberta, LLC	Amalgamated Bank	XXXXX0865
Bamboo Sushi SW 12th, LLC	Amalgamated Bank	XXXXX0920
Bamboo Sushi Denver Lo-Hi, LLC	Amalgamated Bank	XXXX3130
Bamboo Sushi Lake Oswego LLC	Amalgamated Bank	XXXXX0909
Bamboo Sushi Commissary Kitchen, LLC	Amalgamated Bank	XXXX3119
Bamboo Sushi Bishop Ranch, LLC	Amalgamated Bank	XXXX3108
Bamboo Sushi U Village Seattle, LLC	Amalgamated Bank	XXXX3416
Bamboo Sushi Biltmore Phoenix, LLC	Amalgamated Bank	XXXX3394
Bamboo Sushi Valley Fair, LLC	Amalgamated Bank	XXXX3427
Bamboo Sushi Embarcadero SF, LLC	Amalgamated Bank	XXXX3405
Quickfish SW Stark, LLC	Amalgamated Bank	XXXX3152
QuickFish Avanti (Bamboo Sushi Avanti, LLC)	Amalgamated Bank	XXXX3097
Quickfish Pearl District LLC	Amalgamated Bank	XXXX3141
SRG Operations, LLC (dba Sustainable Restaurant Group)	Amalgamated Bank	XXXX3438
Sustainable Restaurant Holdings, Inc.	Amalgamated Bank	XXXX3163