COVENANT COMPLIANCE CERTIFICATE

Pursuant to the Amended and Restated Credit Agreement dated April 30, 2024 (the "Credit Agreement") among Cedarbrook Foods, Inc., as Borrower, Trust Bank, NA, as Administrative Agent, and the Lenders party thereto.

Borrower: Cedarbrook Foods, Inc.
Reporting Period: Fiscal Quarter ended March 31, 2026
Certificate Date: April 15, 2026
Certificate Reference: §6.01(d), §7.02 of the Credit Agreement

The undersigned, the Chief Financial Officer of the Borrower, hereby certifies to the Administrative Agent and the Lenders that, as of the last day of the fiscal period covered hereby, the financial covenants set forth in Section 7.02 of the Credit Agreement are calculated and evidenced as follows:

Capitalized terms used herein and not otherwise defined have the meanings set forth in the Credit Agreement. This Certificate should be read together with the Q1 2026 Management Pack, the customer revenue schedule, and the AR aging schedule delivered concurrently. Covenant EBITDA reflects management's calculation under Section 1.01 and includes the add-backs detailed on Schedule A.

§7.02(a) — Consolidated Total Net Leverage Ratio

Leverage is calculated using consolidated funded debt net of unrestricted cash as of March 31, 2026. Revolver utilization remains elevated following the Q4 seasonal inventory build and Q1 collection timing at two national accounts; we expect a step-down through Q2 as those receipts arrive. The ratio is well within the 5.00x covenant cap.

Component	Amount	Source
Consolidated Total Debt	$164,340,000	Term Loan A + Revolver
Less: Unrestricted Cash	($14,820,000)	Cash per balance sheet
Net Debt	$149,520,000	
LTM Consolidated EBITDA (Adjusted)	$46,520,000	Per Schedule A
Leverage Ratio	3.22x	
Covenant Cap (§7.02(a))	5.00x maximum	
Compliance Status	COMPLIANT	

§7.02(b) — Fixed Charge Coverage Ratio

Fixed charges include cash interest, scheduled principal amortization, cash taxes, and capital expenditures for the LTM test period. The Q1 2026 calculation reflects the higher interest run-rate following the late-2025 SOFR step-up and the first full year of $8M scheduled TLA amortization. Cushion remains adequate; management is monitoring Q2 collections and gross margin recovery as the principal swing factors.

Component	Amount	Source
LTM Adjusted EBITDA	$46,520,000	Schedule A
Less: LTM CapEx	($6,240,000)	Cash flow statement
Less: LTM Cash Taxes Paid	($5,490,000)	Cash flow statement
Numerator	$34,790,000	

LTM Interest Expense	$10,750,000	Income statement
LTM Scheduled Principal	$8,000,000	§2.03 Amortization
Denominator (Fixed Charges)	$18,750,000	
FCCR	1.38x	
Covenant Floor (§7.02(b))	1.15x minimum	
Compliance Status	COMPLIANT	

§7.02(c) — Minimum Liquidity

Liquidity is unrestricted cash plus unused revolver availability under the $75.0M committed Revolving Credit Facility. The schedule below presents committed availability; no borrowing-base limitation is applied as none was in effect at the test date.

Component	Amount
Unrestricted Cash	$14,820,000
Revolver Commitment	$75,000,000
Less: Outstanding Balance	($45,940,000)
Unused Revolver Availability	$29,060,000
Total Liquidity	$43,880,000
Covenant Floor (§7.02(c))	$15,000,000 minimum
Compliance Status	COMPLIANT

The undersigned further certifies that (i) no Default or Event of Default has occurred and is continuing as of the date hereof; (ii) the representations and warranties of the Borrower set forth in Article 5 of the Credit Agreement are true and correct in all material respects; and (iii) the financial statements accompanying this Certificate fairly present the financial condition of the Borrower and its Subsidiaries as of the date and for the period indicated.

IN WITNESS WHEREOF:

Cedarbrook Foods, Inc.

By: /s/ Marcus Chen

Name: Marcus Chen

Title: Chief Financial Officer

Date: April 15, 2026

Management will provide an updated covenant forecast after the June 2026 close if requested by the Administrative Agent or if any lender-call trigger identified in the Q1 monitoring package is met.

Schedule A — Consolidated EBITDA Reconciliation

For the twelve months ended March 31, 2026 ($ in thousands)

Line Item	Amount ($000)	Section Ref
GAAP Net Income (LTM)	16,770	
Plus: Interest Expense	10,180	
Plus: Tax Expense	5,490	
Plus: Depreciation & Amortization	5,750	
Reported EBITDA (LTM)	38,920	
Add-backs (per §1.01 "Consolidated EBITDA"):		
• Restructuring — Columbus line consolidation	2,400	§1.01
• Legal — Atlas Markets contract dispute	800	§1.01
• Plant commissioning — Grand Rapids	1,200	§1.01
• Sponsor management fees (add-back per §1.01)	1,400	§1.01
• ARPA reclassification — customer accommodations	1,800	§1.01
Consolidated EBITDA (Adjusted, LTM)	46,520	

Note: Add-backs are presented per the definition of "Consolidated EBITDA" in Section 1.01 of the Credit Agreement. Supporting documentation is available upon Agent request. Restructuring (Columbus line consolidation) and plant commissioning (Grand Rapids) are substantially complete and are not expected to recur in FY2026. The Atlas legal matter is in late-stage resolution. Sponsor management fees are permitted under §1.01 and reflect the standard quarterly accrual.