UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION

In re: ALL 4 HIM, LLC Debtor	Case No. 25-32491-crm Chapter 11

AGREED ORDER AUTHORIZING USE OF CASH COLLATERAL ON A FINAL BASIS

This matter came before the Court for use of cash collateral consistent with the *Emergency Motion for Authority to Use Cash Collateral on an Interim Basis* (the "Cash Collateral Motion") filed by All 4 Him, LLC ("Debtor"), the Order Authorizing Use of Cash Collateral on an Interim Basis (DN 31) and the Agreed Order Authorizing Use of Cash Collateral on an Interim Basis (DN 66). Debtor, the Subchapter V Trustee, the U.S. Trustee, and the senior secured creditor, the United States of America, having reached an agreement on further use of cash collateral through July 21, 2026, and the Court being otherwise sufficiently advised;

IT IS HEREBY FOUND AND DECREED that:

A. The Court has jurisdiction over this matter and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Notice of the Cash Collateral Motion and the initial hearing thereon was provided by Debtor to (i) the United States Trustee, (ii) the entities identified in the *List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* filed with Debtor's petition pursuant to Fed. R. Bankr. P. 1007(d); (iii) all persons known to claim or assert an interest in the property affected hereby; and (iv) all other parties in interest that have filed notices of appearance in this chapter 11 bankruptcy case pursuant to Fed. R. Bankr. P. 2002. Notice of the hearing on the Cash Collateral Motion was appropriate, adequate, and sufficient under the circumstances set forth herein and presented to the Court and complied with the applicable provisions of Bankruptcy Code §§ 363 and 364, Fed. R. Bankr. P. 2002 and 4001, and all other applicable law. No party objected to the Cash Collateral Motion, the Order Authorizing Use of Cash Collateral on an Interim Basis (DN 31), or the Agreed Order Authorizing Use of Cash Collateral on an Interim Basis (DN 66).

C. Debtor's representations concerning the secured indebtedness set forth in the Cash Collateral Motion provide information sufficient to determine that the creditors identified therein (the "Cash Collateral Creditors") assert an interest in Debtor's Cash Collateral. Notwithstanding the foregoing, the extent, validity, and priority of the Cash Collateral Creditors' respective interests in the Cash Collateral remain subject to further investigation and proof.

D. Debtor made a $5,000 deposit with its counsel, Kaplan Johnson Abate & Bird, LLP ("KJAB"), for the month of November, as required by the Order Authorizing Use of Cash Collateral on an Interim Basis (DN 31) (the "First Interim Order").

E. Debtor's ability to use Cash Collateral pursuant to the terms of this Order to meet its post-petition obligations through July 21, 2026, is vital to the continued operation of the business and preservation of the going concern value of the estate. It is in the best interests of Debtor, its estate, and its creditors to have continued access to Cash Collateral pursuant to the terms set forth herein. Without use of Cash Collateral, Debtor could not continue operating and its assets would deteriorate in value. The relief authorized herein is necessary to avoid immediate and irreparable harm (within the meaning of Fed. R. Bankr. P. 4001(b)(2)) to Debtor. Debtor has demonstrated sufficient cause to grant the relief authorized by this final cash collateral order ("Final Order").

Now, therefore, **IT IS HEREBY ORDERED AND ADJUDGED** that:

1. The findings contained in paragraphs A through E of this Final Order are incorporated by this reference.

2. Debtor is hereby authorized to use Cash Collateral in the ordinary course of business through July 21, 2026 (the "Final Period"). If necessary to accommodate any continuance of the hearing on confirmation of Debtor's chapter 11 plan or other change in circumstances, Debtor may request authority to use Cash Collateral beyond the expiration of the Final Period. Provided, however, any enlargement of the Final Period or other extension of the terms of this Final Order remains subject to 11 U.S.C. § 363(c)(2).

3. Debtor may use Cash Collateral, in its discretion, to pay ordinary trade payables arising after the Petition Date, insurance premiums, taxes, utilities (including any adequate assurance payments), allowed administrative expenses of this chapter 11 case in accordance with the carve out in Paragraph 5, compensation, and adequate protection payments authorized by this Final Order or separate order(s), as necessary to preserve and maintain the assets and operations of Debtor.

4. As adequate protection to the Cash Collateral Creditors for (a) the imposition of the automatic stay, and (b) Debtor's use of Cash Collateral, the Cash Collateral Creditors are hereby granted in equal priority and scope and to the same extent as existed under applicable law prior to the Petition Date, a replacement lien upon all of the post-petition property of Debtor that is similar to or traceable to each of the Cash Collateral Creditors' respective pre-petition interest in Debtor's property, including, without limitation, all post-

petition property of the types constituting their respective collateral and the proceeds and products thereof, to secure the amount of the Cash Collateral actually used by Debtor during the Interim and Final Periods. Such post-petition security interests, liens, and other rights granted to Cash Collateral Creditors shall be and are deemed to be effective, valid, perfected, and enforceable as of the Petition Date without the necessity of taking any other act or recording any security agreements, financing statements, or any other instruments or documents, and no further notice, filing, recordation, or order shall be required to effect such validity, perfection, and enforceability.

5. Debtor's use of Cash Collateral is subject to the following carve out to pay up to $15,000 in unpaid compensation and reimbursement under Bankruptcy Code § 330(a) for services rendered and expenses incurred by professionals employed by the estate (the "Carve Out"). To that end, Debtor shall remit $5,000.00 to KJAB for the month of December 2026 and $2,000 per month to KJAB for the subsequent months through the Final Period. All the post-petition deposits shall be held by KJAB in an escrow account for the purposes agreed upon in the Engagement Letter in this chapter 11 case. Further, these deposits shall be identified and disclosed in Debtor's monthly operating reports.

6. Notwithstanding anything to the contrary in this Final Order, the replacement liens granted to the Cash Collateral Creditors shall not prime any pre-existing liens or security interests held by any other party.

7. Debtor shall maintain adequate insurance on its assets.

8. Except as otherwise provided herein, if any or all the provisions of this Final Order are hereafter modified, vacated, or stayed by a subsequent order of this or any other Court, such stay, modification, or vacation shall not affect the validity of the Cash Collateral

Creditors' secured claims incurred by the then-prior use of Cash Collateral pursuant to this Final Order. Any use of Cash Collateral prior to a stay, modification, or vacation of this Final Order shall be governed in all respects by the provisions hereof and the Cash Collateral Creditors shall be entitled to all the rights, privileges, and benefits granted herein and otherwise specifically granted by the Bankruptcy Code.

9. Except as otherwise specifically revised herein, nothing in this Order shall affect any of the provisions in the First Interim Order or the Second Interim Order.

SO ORDERED.

Charles R. Merrill
United States Bankruptcy Judge
Dated: June 2, 2026

Tendered by:

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