



Order Filed on July 10, 2026  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

**UNITED STATES BANKRUPTCY  
COURT DISTRICT OF NEW JERSEY  
Caption in Compliance with  
D.N.J. LBR 9004-1(b)**

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In re:

CUGINO'S PENNINGTON, LLC, d/b/a BORO  
RESTAURANT & BAR

Debtor.

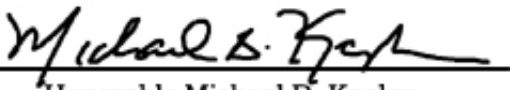
Case No.: 26-17656-EJO

Chapter 11, Sub V

**INTERIM ORDER (I) AUTHORIZING THE DEBTOR TO (A) UTILIZE CASH  
COLLATERAL TO PAY PRE-PETITION AND POST-PETITION ASSOCIATES  
WAGES, SALARIES, OTHER COMPENSATION AND REIMBURSABLE ASSOCIATE  
EXPENSES AND (B) CONTINUE TO PAY KEY VENDORS AND OTHER NECESSARY  
OPERATING EXPENSES; AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered two (2) through twenty five (25)  
is **ORDERED**

**DATED: July 10, 2026**

  
Honorable Michael B. Kaplan  
United States Bankruptcy Judge

Debtor: Cugino's Pennington, LLC

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THIS MATTER having come before the court upon application of Debtor Cugino's Pennington, LLC (the "Debtor") For Entry of an Interim and a Final Order (I) Authorizing the Debtor to (A) Utilize Cash Collateral to Pay Pre-Petition and Post-Petition Associates Wages, Salaries, Other Compensation and Reimbursable Associate Expenses, (B) Continue to Pay Key Vendors and Other Necessary Operating Expenses, and (II) Granting Related Relief (the "Motion"), and the Court having jurisdiction to consider the Cross-Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); 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 Debtor's Notice of Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion before this Court (the "Hearing"); and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefore, it is hereby found:

1. Notice and Hearing. Notice of the Motion pursuant to D.N.J. LBR 9013 and Fed. R. Bankr. P. 9006(b) for the hearing on Debtor's use of cash collateral has been served in accordance with 11 U.S.C. § 102(l) and Fed. R. Bankr. P. 4001(b), which notice is appropriate under the circumstances and is sufficient for all purposes under the Bankruptcy Code and the applicable Bankruptcy Rules with respect to the relief requested.

2. Chapter 11 Filed. Debtor filed its petition under Chapter 11 of the Bankruptcy Code on July 1, 2026 (the "Petition Date"), and on July 7, 2026, the Debtor elected to proceed under Subchapter V and is presently operating as a debtor-in-possession in accordance with 11 U.S.C. §§ 1107(a) and 1108.

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4. Cash Collateral. "Cash Collateral" is defined by 11 U.S.C. § 363(a) and includes cash, negotiable instruments, deposit accounts and/or other cash equivalents, as more particularly defined in said subsection of the Bankruptcy Code, as well as post-petition accounts and "proceeds", as that term is described in UCC Section 9-306.

5. Necessity and Best Interest. Debtor does not have sufficient unencumbered cash or other assets with which to continue to operate in Chapter 11. Debtor requires immediate authority to use cash collateral as defined herein in order to continue its business operations without interruption and facilitate formulating an effective plan of reorganization. Debtor's use of cash collateral to the extent and on the terms and conditions set forth herein is necessary to avoid immediate and irreparable harm to the estate pending a final hearing on use of cash collateral. The amount of cash collateral authorized to be used pending a final hearing or entry of a final order is not to exceed the amount set forth in Debtor's Budget annexed to the Motion as Exhibit "A" through the date of the final hearing scheduled herein, with a twenty-percent (20%) cushion allowed to Debtor over and above such budgeted amounts.

6. Purposes. Debtor is authorized to use cash collateral on an interim basis to meet its ordinary cash needs (and for such other purposes as may be approved in writing by Bank for the payment of Debtor's actual expenses necessary to (a) maintain and preserve its assets, and (b) continue operation of its business, including payroll and payroll taxes, insurance expenses and monthly payments to Bank as required under the promissory note and as reflected in the Cash Collateral Budget, as well as statutory fees pursuant to 28 U.S.C. § 1930(a)(6), to the extent applicable.

The Court having determined there is a reasonable likelihood that Debtor will prevail upon the merits at the final hearing of the Motion as required by 11 U.S.C. § 363(c)(3), and for good cause shown,

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**IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on an interim basis.
2. A Final Hearing on the Motion will be held on August 6, 2026, at 2:00 p.m.. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by July 30, 2026. If no objections are filed to the Motion the Court may enter an order approving the relief requested in the Motion without further notice or hearing.
3. The Debtor is authorized, but not directed, to continue to use cash collateral pursuant to its Budget annexed to the Motion and incorporated herein as "Exhibit A", on an interim basis, *nunc pro tunc*, to the Petition Date, with a 20% cushion allowed to the Debtor over and above said amount, through August 6, 2026 for the following purposes (to the extent Applicable):
  - a. to maintain and preserve its assets;
  - b. to continue operation of its business, including but not limited to payroll, payroll taxes, employee expenses, insurance costs, and any required adequate protection payments to Bank; and
  - c. to purchase replacement supplies, etc. as required to operate. Notwithstanding anything herein to the contrary, the Debtor shall not make any non-ordinary course payments, including any bonus, incentive or severance payments to any insider (as such term is defined in section 101(31) of the Bankruptcy Code) without further order of this Court.
4. Prepetition Loan Agreement and Obligations. The Debtor shall be bound by the following stipulations (collectively, the "Debtor's Stipulations") as follows:

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a. Cash Collateral. Any and all of the Debtor's cash, including the Debtor's cash and other amounts on deposit or maintained in any account or accounts by the Debtor, and any amounts generated by the collection of accounts receivable or other disposition of the Prepetition Collateral, defined below, existing as of the Petition Date, and the proceeds of any of the foregoing is the Prepetition Lenders' Cash Collateral.

b. Prepetition First Bank Agreements and Obligations. Pursuant to (i) that certain U.S. Small Business Administration Note and Loan and Security Agreement, dated November 30, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "First Bank Prepetition Note"), by and among First Bank (the "Prepetition Lender" or "First Bank") and Cugino's Pennington, LLC (the "Debtor"), to evidence a loan in the amount of \$1,440,000.00, (ii) that certain parties Bleu Eyez LLC ("Bleu Eyez"), Cafe 72 West Trenton Limited Liability Company ("Café 72"), Cugino's Holding LLC ("Cugino's Holding"), Benjamin B. Sanford ("Sanford" and collectively with Bleu Eyez, Café 72 and Cugino's Holding referred to as the "Guarantors") each executed and delivered to the Bank an Unconditional Guarantee (collectively the "Guarantees") thereby guaranteeing the Prepetition Note, (iii) that certain Security Agreement, dated November 30, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "First Bank Prepetition Security Agreement"), (iv) that certain UCC-1 Financing Statement filed with the New Jersey Department of the Treasury on February 28, 2019, at Filing Number 53255051 (the "First Bank UCC-1"), (v) that certain Change in Terms Agreement, dated January 21, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Modification"), (vi) that certain Allonge to Promissory Note, dated April 20, 2020 (as amended, restated, supplemented, or otherwise modified

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from time to time, the "Allonge"), and (vii) the Forbearance Agreement, dated January 15, 2025 (the "Forbearance" and together with the Prepetition Note, Guarantees, UCC-1, Modification, and Allonge the "First Bank Prepetition Credit Documents"), First Bank extended a loan to Debtor, in the amount of \$1,440,000.00, which was modified via the Allonge, among other agreements, to increase the principal amount due under the Prepetition Note by \$324,000.00 to a new principal sum of \$1,764,000.00. As of the Petition Date, Debtor was justly and lawfully indebted and liable to First Bank, pursuant to the Prepetition Credit Documents, without defense, counterclaim, reduction or offset of any kind, in respect of loans made and other financial accommodations, the outstanding principal and interest of which equals \$1,099,399.27 as of June 25, 2026 plus continuing interest, costs and fees.

c. Prepetition SBA Agreements and Obligations. Pursuant to (i) that certain U.S. Small Business Administration Note dated in or around May 24, 2020 and modified in or around April 5, 2022, (as amended, restated, supplemented, or otherwise modified from time to time, the "SBA Prepetition Note"), by and among the U.S. Small Business Administration ("SBA", and collectively with First Bank, the "Prepetition Lenders") and the Debtor, to evidence a COVID-19 Economic Injury Disaster Loan ("COVID EIDL") in the initial amount of \$147,800.00 and later increased to \$500,000.00, (ii) that certain Security Agreement, dated in or around May 24, 2020 and modified in or around April 5, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the "SBA Prepetition Security Agreement"), (iii) that certain UCC-1 Financing Statement filed with the New Jersey Department of the Treasury on June 15, 2020 and continued on June 2, 2025, at Filing Numbers 54194601 and 54194601, respectively (the "SBA UCC-1s," and together with the

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SBA Prepetition Note, and SBA Prepetition Security Agreement, the “SBA Prepetition Credit Documents”, and collectively with the First Bank Prepetition Credit Documents, the “Prepetition Credit Documents”), the SBA extended the COVID EIDL to Debtor in the amount of \$500,000.00. As of the Petition Date, Debtor was justly and lawfully indebted and liable to SBA, pursuant to the SBA Prepetition Credit Documents, without defense, counterclaim, reduction or offset of any kind, for which the SBA has filed a proof of claim in the amount of \$485,752.49.

d. Prepetition First Bank Collateral. Pursuant to the First Bank Prepetition Credit Documents, in order to secure the prepetition obligations, the Debtor granted First Bank a lien on and security interest in (the “First Bank Prepetition Liens”) the Collateral (as defined in the First Bank Prepetition Security Agreement) (the “First Bank Prepetition Collateral”).

e. Prepetition SBA Collateral. Pursuant to the SBA Prepetition Credit Documents, in order to secure the prepetition obligations, the Debtor granted SBA a lien on and security interest in (the “SBA Prepetition Liens,” and collectively with the First Bank Prepetition Liens, the “Prepetition Liens”) the Collateral (as defined in the SBA Prepetition Security Agreement) (the “SBA Prepetition Collateral,” and collectively with the First Bank Prepetition Collateral, the “Prepetition Collateral”).

f. Validity of Prepetition Credit Documents and Prepetition Liens. The First Bank Prepetition Credit Documents and SBA Prepetition Credit Documents are valid and enforceable against the Debtor. The Prepetition Liens granted to Prepetition Lenders in the Prepetition Collateral pursuant to and in connection with the First Bank Prepetition Credit Documents and SBA Prepetition Credit Documents, (i) are valid, binding, perfected, and

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enforceable liens and security interests in the Prepetition Collateral, (ii) 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, and (iii) constitute the legal, valid, and binding obligation of the Debtor, enforceable in accordance with the terms of the applicable Prepetition Credit Documents.

g. However, an Official Committee of Unsecured Creditors (the "Committee"), should one be appointed under § 1102 of the Bankruptcy Code, shall have a minimum of 60 days (or such longer period as the Committee may obtain for cause shown before the expiration of such period) from the date of the order approving the appointment of counsel to the Committee to investigate the facts and bring any appropriate proceedings as representative of the estate; and any party in interest shall have a minimum of 75 days (or a longer period for cause shown before the expiration of such period) from the entry of the final cash collateral order to investigate the facts and file a motion seeking authority to bring any appropriate proceedings as representative of the estate.

6. Budget Compliance and Reporting. The Debtor's use of Cash Collateral is limited to payment of the authorized expenses pursuant to the Initial Budget through the Termination Date and for no other purpose without the prior written consent of the Prepetition Lenders or order of this Court.

a. On a monthly basis, on the fifteenth (15<sup>th</sup>) day of each calendar month, beginning July 15, 2026, following entry of this Order but beginning no later than July 15, 2026, the Debtor shall deliver to the Prepetition Lenders:

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- i. A report of (A) cash collections for all previous weeks subsequent to the last report and (B) cash disbursements for the previous weeks subsequent to the last report;
- ii. An updated, projected, "rolling" Budget for the Debtor for the period between the current report and the next report;

7. Replacement Liens.

a. Subject to the Carve-Out, and to the extent of the diminution in value of the interests of First Bank in the First Bank Prepetition Collateral, as partial adequate protection for the Debtor's use of Cash Collateral, First Bank shall be granted valid, enforceable, non-avoidable and automatically perfected post-petition security interests in and liens (collectively, the "First Bank Replacement Liens") on all property acquired by the Debtor and its estates after the Petition Date, and the products, proceeds, rents and profits thereof, whether arising from section 552(b) of the Bankruptcy Code or otherwise (the "Postpetition Collateral"). The First Bank Replacement Liens shall have the same validity and priority, with respect to the liens of other secured creditors, as the validity and priority of the First Bank Prepetition Liens on the Petition Date. Except as otherwise provided in this Interim Order or a Final Cash Collateral Order, the First Bank Replacement Liens shall not be made subject to or pari passu with any lien or security interest by any court order heretofore or hereafter entered in this Chapter 11 Case or any Successor Case (as defined below), and shall be valid and enforceable against any trustee appointed in any of these Chapter 11 Cases, upon the conversion of the Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code, or in any other proceeding related to any of the foregoing (any "Successor Case"), or upon the dismissal

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of this Chapter 11 Case or any Successor Case. The First Bank Replacement Liens shall not be subject to sections 510, 549, or 550 of the Bankruptcy Code.

b. Subject to the Carve-out, and to the extent of the diminution in value of the interests of the SBA in the SBA Prepetition Collateral, as adequate protection for the Debtor's use of Cash Collateral, the SBA shall be granted valid, enforceable, non-avoidable and automatically perfected post-petition security interests in and liens (collectively, the "SBA Replacement Liens") on Postpetition Collateral. The SBA Replacement Liens shall have the same validity and priority, with respect to the liens of other secured creditors, as the validity and priority of the SBA Prepetition Liens on the Petition Date. Except as otherwise provided in this Interim Order or a Final Cash Collateral Order, the SBA Replacement Liens shall not be made subject to or pari passu with any lien or security interest by any court order heretofore or hereafter entered in this Chapter 11 Case or any Successor Case, and shall be valid and enforceable against any trustee appointed in any of these Chapter 11 Cases, or upon the dismissal of this Chapter 11 Case or any Successor Case. The SBA Replacement Liens shall not be subject to sections 510, 549, or 550 of the Bankruptcy Code.

8. Adequate Protection Superpriority Claims. To the extent of the diminution in value of the interests of First Bank in the Prepetition Collateral, less any adequate protection payments made by the Debtor per paragraph 9 below, First Bank is hereby granted allowed superpriority administrative expense claims in the same priority as the First Bank Replacement Liens, to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, in this Chapter 11 Case and any Successor Case against the Debtor's estate against which First Bank has allowed secured claims (collectively, the "First Bank Adequate Protection Superpriority Claims"). The Adequate Protection

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Superpriority Claims shall have priority over all administrative expense claims and unsecured claims against the Debtor or its estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 1113 and 1114 of the Bankruptcy Code.

9. Adequate Protection Payments and Protections. To the extent any obligations under the First Bank Prepetition Credit Documents as of the Petition Date ("First Bank Prepetition Credit Obligations") remain outstanding, the Debtor is authorized and directed to provide adequate protection payment First Bank in the amount of \$5,500.00 on July 17, 2026 and another adequate protection payment to First Bank in the amount of \$5,500.00 on August 6, 2026. The obligation to make the foregoing payments shall continue regardless of whether such amounts appear in the Initial Budget. If the foregoing payments are determined by a final order of this Court not to be authorized under section 506 of the Bankruptcy Code, the Court may order that such payments be recharacterized as payments of principal.

10. Replacement Lien Perfection. This Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the First Bank Replacement Liens and the SBA Replacement Liens (collectively, the "Replacement Liens") without the necessity of filing or recording any financing statement, deeds of trust, mortgages, or other instruments or documents which may otherwise be required under the law of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement or obtaining possession of any possessory collateral) to validate or perfect the Replacement Liens or

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to entitle the Replacement Liens to the priorities granted herein. Notwithstanding and without limiting the foregoing, Prepetition Lenders may file such financing statements, mortgages, notices of liens and other similar documents as they deems appropriate, and they are hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, mortgages, notices and other documents shall be deemed to have been filed or recorded as of the Petition Date. Notwithstanding and without limiting the foregoing provisions regarding the validity, perfection, and priority of the Replacement Liens, the Debtor shall execute and deliver to Prepetition Lenders all such financing statements, mortgages, notices and other documents as Prepetition Lenders may reasonably request to evidence, confirm, validate or perfect, or to insure the contemplated priority of, the Replacement Liens granted pursuant hereto. The Prepetition Lenders, in their discretion, may file or record a photocopy of this Interim Order as a financing statement with any filing or recording officer designated to file or record financing statements, and in such event, the filing or recording officer shall be authorized to file or record such copy of this Interim Order.

11. Default Hearing. In the event Debtor defaults or violates this Order, the Prepetition Lenders are entitled to request a hearing within fourteen (14) days (or if immediate and irreparable injury, loss or damage may occur, an emergency hearing within 48 hours). The Debtor shall have the opportunity to challenge any claims brought by the Prepetition Lenders at the Default Hearing and the Debtor does not waive the ability to challenge any claim from Prepetition Lenders that an event of default has occurred under this Agreement. The Debtor shall be in default hereunder upon the occurrence of any one (or more) of the following events (an "Event of Default"):

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- a. the Debtor fails to comply with any material terms of this Order;
- b. the Debtor fails to file a timely Plan;
- c. a finding by the court of a material budgetary violation;
- d. the failure to account for cash collateral;
- e. a finding of material noncompliance by the court;
- f. the failure of renewal of cash collateral budget or terms for any future month prior to plan confirmation; or
- g. the chapter 11 case is dismissed.

12. Termination of Use of Cash Collateral. The Debtor's authorization to use Cash Collateral shall immediately terminate without further Order on the earlier of: (a) any Event of Default; (b) the date of the Final Hearing; (c) the entry of an order granting any party relief from the automatic stay; (d) the entry of an order dismissing the Chapter 11 Cases or converting these proceedings to a case under Chapter 7 of the Bankruptcy Code; (e) the entry of an order confirming a plan(s) of reorganization; or (f) the entry of an order by which this Order is reversed, revoked, stayed, rescinded, modified or amended without the consent of the Secured Creditor.

13. Payment of Compensation. Nothing herein shall prevent Debtor, counsel for the Debtor, or the Subchapter V Trustee from seeking payment of any professional fees and expenses in a separate or subsequent application to the Court.

14. Carve-Out.

- a. As used herein, the "Carve-Out" means an amount equal to the aggregate sum of

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- i. all fees required to be paid to the Subchapter V Trustee and all fees payable to the Clerk of the Bankruptcy Court that are incurred prior to the giving of a Default and Remedies Notice up to the maximum amount of \$25,000.00
- ii. up to \$75,000.00 of unpaid professional fees, expenses, and disbursements of Ansell, Grimm & Aaron, P.C. allowed by this Court, less any amounts set aside or paid to Ansell Grimm & Aaron, P.C. prior to any sale by the Debtor. In consideration for the Prepetition Lender granting this carveout, Ansell, Grimm & Aaron, P.C. represents that it received a \$10,000.00 pre-petition retainer for this matter and no other funds. Nothing contained in this provision restricts Ansell, Grimm & Aaron, P.C. from seeking Court approval for larger fees, expenses, and disbursements beyond the \$75,000.00 carve out amount, but Ansell, Grimm & Aaron, P.C. shall not be entitled to payment out of the proceeds from the sale of Prepetition Collateral beyond this \$75,000.00 unless Prepetition Lenders are satisfied in full first.
- iii. 7% of the sale price of the Debtor's business, capped at no more than \$75,000.00, to TNT Business Brokers ("TNT"), subject to approval by the Court and a retention order authorizing Debtor to retain TNT, on the terms of payment on sale of 7% capped at \$75,000.00 and no more, to conduct a sale of the Debtor's business and only payable as an administrative expense claim upon consummation of a sale of the Debtor's business.

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- iv. Any chapter 5 causes of action including, but not limited to claims under sections 547, 548, 549, 550 and 551 of the Bankruptcy Code.
- b. The Replacement Liens, Adequate Protection Superpriority Claims, and the Prepetition Liens shall be subject to payment of the Carve-Out only if, and to the limited extent that, sufficient unencumbered cash on hand is not available in the estate to pay any of the administrative priority expenses specified in this Section as and when such amounts become due (in which case they shall be paid from such unencumbered cash). For avoidance of doubt, to the extent that any funds are not paid in accordance with this provision, the Carve-Out shall be paid solely from the proceeds of the Prepetition Collateral and the Postpetition Collateral.
- c. The Prepetition Lenders shall not be responsible for, or have any liability for, the payment or reimbursement of any fees or disbursements of any professional retained by the Debtor or others in connection with this Chapter 11 Case or any Successor Case. Nothing in this Interim Order or otherwise shall be construed to obligate the Prepetition Lenders in any way to pay compensation to or to reimburse the expenses of any professional retained by the Debtor or to guarantee that the Debtor has sufficient funds to pay such compensation or reimbursement.
- d. Nothing contained in this Interim Order shall be construed: (i) to exempt those persons seeking professional fees on behalf of the estate who may receive interim compensation payments or reimbursement of expenses pursuant to any Court-approved procedure, from all provisions of bankruptcy law otherwise applicable,

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including, without limitation, any requirements that such compensation or reimbursement be allowed on a final basis after the filing of appropriate final fee applications, and, if applicable, any subsequent order of this Court requiring that such payments be disgorged, or (ii) as consent to the allowance of any fees and expenses referred to above; and shall not affect any right of the Prepetition Lenders to object to the reasonableness of such amounts or to object on any other basis. Subject to the Carve-Out, the Carve-Out and all obligations of the Prepetition Lenders shall be terminated upon the payment in full and satisfaction of the indebtedness owed to Prepetition Lenders.

e. Notwithstanding anything to the contrary in this Interim Order, no Collateral (including without limitation, Cash Collateral) or the proceeds thereof, and no portion of the Carve-Out may be used to pay any fees or expenses or claims for services rendered by any of the professionals retained by the Debtors, by any other creditor or other party in interest, by any trustee appointed in this Chapter 11 Case or in any Successor Case, or for any other party to (i) request authorization to obtain any post-petition loans or other financial accommodations pursuant to section 364(c) or (d) of the Bankruptcy Code without approval of the Prepetition Lenders, (ii) investigate, assert, join, commence, support, prosecute or finance the initiation or prosecution of (x) any potential or actual action or claim, counterclaim, cross-claim, action, proceeding, arbitration, application, motion, objection, setoff, or defense against the Prepetition Lenders, or any of its officers, directors, employees, agents, attorneys, affiliates, partners, assigns, or successor, in their capacity as such, or (y) any

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other contested matter or adversary proceeding, in each case seeking any order, judgment, determination, or similar relief against, or challenging the claims or liens of, in any capacity, the Prepetition Lenders, or any of its officers, directors, employees, agents, attorneys, affiliates, partners, assigns, or successors, with respect to any transaction, occurrence, omission, or action, including, without limitation, (A) any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions; (B) any action relating to any act, omission, or aspect of the relationship between the Prepetition Lenders, on the one hand, and the Debtor or any of its affiliates, on the other; (C) any action with respect to the validity or extent of the First Bank Prepetition Credit Obligations or any obligations under the SBA Prepetition Credit Documents as of the Petition Date ("SBA Prepetition Credit Obligations," and collectively with the First Bank Prepetition Credit Obligations, the "Prepetition Credit Obligations"), or the validity, extent, or priority of the Prepetition Liens or the Replacement Liens; (D) any action seeking to invalidate, set aside, avoid, recharacterize or subordinate, in whole or in part, the Prepetition Liens or the Replacement Liens; or (E) any action that has the effect of challenging the Prepetition Lenders in respect of its liens and security interests in the Cash Collateral or the Collateral or impair their rights and remedies under the Prepetition Credit Documents or a Final Cash Collateral Order. For the avoidance of doubt, nothing herein shall prevent the Debtor from contesting the occurrence or continuance of any Event of Default.

15. Collateral Rights. Unless the Prepetition Lenders have provided their prior written consent or all Prepetition Credit Obligations have been paid in full in cash (or will be paid in full

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in cash upon entry of an order approving indebtedness described in subparagraph (a) below), and all commitments by the Prepetition Lenders to lend have terminated:

a. The Debtor shall not consent to relief from the automatic stay by any person other than the Prepetition Lenders with respect to all or any material portion of the Prepetition Collateral without the express written consent of the Prepetition Lenders.

b. In the event the Debtor seeks or supports the entry of an order in violation of subsection (a) hereof, the Prepetition Lenders shall be permitted to seek relief from the automatic stay with respect to the Prepetition Collateral on short notice.

16. Limitation on Charging Expenses Against Collateral. Subject to entry of a Final Order, no costs or expenses of administration of the Chapter 11 Case or any Successor Case or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code shall be charged against or recovered from the Prepetition Collateral (including the Cash Collateral) or Postpetition Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Prepetition Lenders or Order of the Court, and no such consent shall be implied from any other action, inaction, or acquiescence by the Prepetition Lenders and nothing contained in this Interim Order shall be deemed to be a consent by the Prepetition Lenders to any charge, lien, assessment or claim against the Prepetition Collateral (including the Cash Collateral) or Postpetition Collateral under Section 506(c) of the Bankruptcy Code or otherwise.

17. Disposition of Collateral. The Debtor shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the Prepetition Collateral or the Postpetition Collateral outside

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of the ordinary course of business, without the prior written consent of Prepetition Lenders (and no such consent shall be implied, from any other action, inaction or acquiescence by Prepetition Lenders) or an order of this Court, except as provided in this Interim Order and approved by this Court to the extent required under applicable bankruptcy law. Nothing herein shall prevent the Debtor from operating in the ordinary course of business to the extent consistent with the Initial Budget.

19. 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 Prepetition Lenders is insufficient to compensate for any diminution in value of their interests in the Prepetition Collateral during the Chapter 11 Cases.

20. Preservation of Rights Granted Under this Interim Order.

a. In the event this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, any liens or claims granted to Prepetition Lenders hereunder arising before the effective date of any such vacatur, reversal, or modification of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, and Prepetition Lenders shall be entitled to all the rights, remedies, privileges, and benefits afforded in section 364(e) of the Bankruptcy Code and 363(m) of the Bankruptcy Code with respect to all uses of their Prepetition Collateral (including Cash Collateral) and all adequate protection obligations.

b. Notwithstanding any order dismissing this Chapter 11 Case entered at any time, the Prepetition Liens, the Adequate Protection Superpriority Claims, and the Replacement

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Liens granted pursuant to this Interim Order shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order, until all Obligations under the Prepetition Credit Documents are indefeasibly paid in full in cash (and such Prepetition Liens, the Adequate Protection Superpriority Claims, Replacement Liens and the other administrative claims granted pursuant to this Interim Order, shall, notwithstanding such dismissal, remain binding on all parties in interest).

c. Subject to the Carve-Out, except as expressly provided in this Interim Order or in the Prepetition Credit Documents, Prepetition Liens, the Adequate Protection Superpriority Claims, the Replacement Liens and all other rights and remedies of Prepetition Lenders granted by the provisions of this Interim Order and the Prepetition Credit Documents shall survive, and shall not be modified, impaired, or discharged by (i) the entry of an order converting any of the Chapter 11 Cases to a case under Chapter 7, dismissing any of the Chapter 11 Cases, terminating the joint administration of the Chapter 11 Cases or by any other act or omission, (ii) the entry of an order approving the sale of any Prepetition Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order confirming a chapter 11 plan in any of the Chapter 11 Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtor has waived any discharge as to any remaining Prepetition Credit Obligations or adequate protection obligations. The terms and provisions of this Interim Order and the Prepetition Credit Documents shall continue in the Chapter 11 Case and in any Successor Case. The Prepetition Liens, the Adequate Protection Superpriority Claims, the Replacement Liens and all other rights and remedies of Prepetition Lenders granted by the provisions of this Interim Order shall continue in full force and effect until Prepetition Credit

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Obligations are indefeasibly paid in full, in cash or on such other terms as may be acceptable to Prepetition Lenders.

21. Other than as set forth in this Interim Order, neither Prepetition Liens nor the Replacement Liens shall be subject to or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtor's estates under Bankruptcy Code section 551.

22. Equities of the Case. Subject to and upon entry of a Final Order, Prepetition Lenders shall be entitled to all the rights and benefits of section 522(b) of the Bankruptcy Code, and, subject to and upon entry of the Final Order, the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Lenders with respect to proceeds, product, offspring, or profits of any of the Prepetition Collateral or the Postpetition Collateral.

23. No Requirement to File Proof of Claim. Notwithstanding anything to the contrary contained in any prior or subsequent order of this Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, Prepetition Lenders shall not be required to file any proof of claim or request for payment of administrative expenses with respect to any of their prepetition claims; and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the Prepetition Credit Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect Prepetition Lenders' rights, remedies, powers, or privileges under any of the Prepetition Credit Documents, this Interim Order, or applicable law.

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24. No Marshaling. Subject to and upon entry of a Final Order, First Bank shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the First Bank Prepetition Collateral, Cash Collateral, or First Bank Postpetition Collateral. However, this provision shall not limit or restrain the SBA from exercising any of its rights or remedies as a secured creditor in the Debtor’s chapter 11 case, including, without limitation, the equitable doctrine of “marshaling,” against First Bank or any other party.

25. Limitation of Liability. In permitting the use of the Prepetition Collateral, subject to entry of the Final Order, the Prepetition Lenders shall not (a) have any liability to any third party or be deemed to be in “control” of the operations of the Debtor; (b) owe any fiduciary duty to the Debtor, its creditors, shareholders or estate; or (c) be deemed to be acting as a “Responsible Person” or “Owner” or “Operator” or “managing agent” with respect to the operation or management of any of the Debtors (as such terms or similar terms are used any federal or state statute, including the Internal Revenue Code). Furthermore, nothing in this Interim Order shall in any way be construed or interpreted to impose or allow the imposition upon the Prepetition Lenders of any liability for any claims arising from the prepetition or post-petition activities of any of the Debtor or its affiliates (as defined in section 101(2) of the Bankruptcy Code).

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

27. Processing of Checks. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the post-petition obligations approved

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herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtor's designation of any particular check or electronic payment request as approved by this Interim Order.

28. Reservation of Rights. Nothing contained in the Motion or this Interim Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Interim Order), is intended as or shall be construed or deemed to be: (a) (i) a consent by Prepetition Lenders to any use of Cash Collateral by the Debtor other than as expressly set forth herein, or (ii) acknowledgement by Prepetition Lenders that the adequate protection granted herein does in fact adequately protect Prepetition Lenders against any diminution in value of their interests in the Debtor's assets, including Cash Collateral, however, Prepetition Lenders shall be deemed to have requested adequate protection and shall not be required to file a motion or seek other relief from the Court as a condition of obtaining the rights granted herein under section 507(b); (b) an admission as to the amount of, basis for, or validity of any claim against the Debtor under the Bankruptcy Code or other applicable non-bankruptcy law, other than the claims of the Prepetition Lenders as set forth in this Interim Order; (c) a waiver of the Debtor's or any other party in interest's right to dispute any claim on any grounds, other than, with respect to Debtor, the claim of the Prepetition Lenders as set forth in this Interim Order; (d) a promise or requirement to pay any particular claim; (e) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Interim Order, except as granted hereby to Prepetition Lenders as set forth in this

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Interim Order; (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (g) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtor's estates, other than the pre- and post-petition liens of Prepetition Lenders; or (f) a waiver or limitation of any claims, causes of action or other rights of the Debtor or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law, except, with respect to the Debtor, those releases in favor of Prepetition Lenders in this Interim Order.

29.

30. 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.

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

32. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

33. Any and all objections to this Interim Order not withdrawn are hereby deemed overruled.

34. Insider Payments. Notwithstanding anything in this Interim Order to the contrary, this Interim Order does not authorize the Debtor to make any payment to any insider, officer or executive of the Debtor, other than to the extent set forth in the Initial Budget annexed hereto as **Exhibit A**.

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35. Professional Payments. Notwithstanding anything in this Interim Order to the contrary, this Interim Order does not authorize the Debtor to make any payments on account of any retained or otherwise engaged professional during the interim period addressed herein, other than those professionals set forth in the Initial Budget, and pursuant to interim and final professional fee applications, annexed hereto as **Exhibit A**.

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

#### NOTICE OF ORDER

37. Debtor shall serve a copy of this Interim Order and Notice by first class mail within two (2) business days from the date hereof, on (i) the Office of the United States Trustee; (ii) Bank and/or counsel for Bank and the SBA; (iii) the Subchapter v trustee; (iv) any Official Committees appointed in this case; and (v) to the extent no Official Committee have been appointed in this case, to the top 20 unsecured creditors. The Debtor shall promptly file with the Clerk a Certificate of Service of said mailing.

# EXHIBIT A

**CASH FLOW PROJECTIONS FOR THE 13 WEEK PERIOD: June 29th, 2026 through September 27th, 2026.**

**CASH FLOW PROJECTIONS FOR THE 13 WEEK PERIOD: June 29th, 2026 through September 27th, 2026.**

|                                                       | Budgeted<br>Week<br>1 | Budgeted<br>Week<br>2 | Budgeted<br>Week<br>3 | Budgeted<br>Week<br>4 | Budgeted<br>Week<br>5 | Budgeted<br>Week<br>6 | Budgeted<br>Week<br>7 | Budgeted<br>Week<br>8 | Budgeted<br>Week<br>9 | Budgeted<br>Week<br>10 | Budgeted<br>Week<br>11 | Budgeted<br>Week<br>12 | Budget<br>Total<br>Week<br>13 | Budget     |
|-------------------------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|------------------------|------------------------|-------------------------------|------------|
| Cash Beginning of Week                                | 6/29-7/5              | 7/6-7/12              | 7/13-7/19             | 7/20-7/26             | 7/27-8/2              | 8/3-8/9               | 8/10-8/16             | 8/17-8/23             | 8/24-8/30             | 8/31-9/6               | 9/7-9/13               | 9/14-9/20              | 9/21-9/27                     | \$ -       |
|                                                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                        |                        |                        |                               |            |
|                                                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                        |                        |                        |                               |            |
|                                                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                        |                        |                        |                               |            |
| TOTAL RECEIPTS                                        | \$ 37,623             | \$ 37,623             | \$ 37,623             | \$ 37,623             | \$ 41,434             | \$ 41,434             | \$ 41,434             | \$ 41,434             | \$ 41,434             | \$ 50,487              | \$ 50,487              | \$ 50,487              | \$ 50,487                     | \$ 559,610 |
|                                                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                        |                        |                        |                               |            |
| DISBURSMENTS                                          |                       |                       |                       |                       |                       |                       |                       |                       |                       |                        |                        |                        |                               |            |
| Note #1/C                                             |                       |                       |                       |                       |                       |                       |                       |                       |                       |                        |                        |                        |                               |            |
| NET PAYROLL (TIPS Not Incl)                           | \$ 13,168             | \$ 13,168             | \$ 13,168             | \$ 13,168             | \$ 14,502             | \$ 14,502             | \$ 14,502             | \$ 14,502             | \$ 14,502             | \$ 17,670              | \$ 17,670              | \$ 17,670              | \$ 17,670                     | \$ 195,864 |
| Payroll Liability Taxes & Fees                        | \$ 1,540              | \$ 1,540              | \$ 1,540              | \$ 1,540              | \$ 1,540              | \$ 1,540              | \$ 1,540              | \$ 1,540              | \$ 1,540              | \$ 1,540               | \$ 1,540               | \$ 1,540               | \$ 1,540                      | \$ 20,020  |
| Food Purchases                                        | \$ 7,669              | \$ 7,669              | \$ 7,669              | \$ 7,669              | \$ 8,481              | \$ 8,481              | \$ 8,481              | \$ 8,481              | \$ 8,481              | \$ 10,002              | \$ 10,002              | \$ 10,002              | \$ 10,002                     | \$ 113,092 |
| Alcohol Purchases                                     | \$ 2,032              | \$ 2,032              | \$ 2,032              | \$ 2,032              | \$ 2,203              | \$ 2,203              | \$ 2,203              | \$ 2,203              | \$ 2,203              | \$ 3,004               | \$ 3,004               | \$ 3,004               | \$ 3,004                      | \$ 31,160  |
| INSURANCE • Workers Comp                              | \$ 395                | \$ 395                | \$ 395                | \$ 395                | \$ 435                | \$ 435                | \$ 435                | \$ 435                | \$ 435                | \$ 530                 | \$ 530                 | \$ 530                 | \$ 530                        | \$ 5,876   |
| INSURANCE • General Liability                         | \$ 404                | \$ 404                | \$ 404                | \$ 404                | \$ 404                | \$ 404                | \$ 404                | \$ 404                | \$ 404                | \$ 404                 | \$ 404                 | \$ 404                 | \$ 404                        | \$ 5,252   |
| Rent (Triple Net)                                     | \$ 2,815              | \$ 2,815              | \$ 2,815              | \$ 2,815              | \$ 2,815              | \$ 2,815              | \$ 2,815              | \$ 2,815              | \$ 2,815              | \$ 2,815               | \$ 2,815               | \$ 2,815               | \$ 2,815                      | \$ 36,600  |
| Phone Internet Cable                                  | \$ 53                 | \$ 53                 | \$ 53                 | \$ 53                 | \$ 53                 | \$ 53                 | \$ 53                 | \$ 53                 | \$ 53                 | \$ 53                  | \$ 53                  | \$ 53                  | \$ 53                         | \$ 689     |
| Utilities (Electric & Gas)                            | \$ 1,062              | \$ 1,062              | \$ 1,062              | \$ 1,062              | \$ 1,062              | \$ 1,062              | \$ 1,062              | \$ 1,062              | \$ 1,062              | \$ 1,062               | \$ 1,062               | \$ 1,062               | \$ 1,062                      | \$ 13,800  |
| PDS Lease                                             | \$ 138                | \$ 138                | \$ 138                | \$ 138                | \$ 138                | \$ 138                | \$ 138                | \$ 138                | \$ 138                | \$ 138                 | \$ 138                 | \$ 138                 | \$ 138                        | \$ 1,800   |
| Maintenance Services • Entry/Dishwasher/Hood Cleaning | \$ 1,169              | \$ 1,169              | \$ 1,169              | \$ 1,169              | \$ 1,169              | \$ 1,169              | \$ 1,169              | \$ 1,169              | \$ 1,169              | \$ 1,169               | \$ 1,169               | \$ 1,169               | \$ 1,169                      | \$ 15,197  |
| Operational Apps • MYA4CITY•Zionsmart•Unica Alarm     | \$ 290                | \$ 290                | \$ 290                | \$ 290                | \$ 290                | \$ 290                | \$ 290                | \$ 290                | \$ 290                | \$ 290                 | \$ 290                 | \$ 290                 | \$ 290                        | \$ 3,770   |
| Linen                                                 | \$ 475                | \$ 475                | \$ 475                | \$ 475                | \$ 475                | \$ 475                | \$ 475                | \$ 475                | \$ 475                | \$ 475                 | \$ 475                 | \$ 475                 | \$ 475                        | \$ 6,175   |
| Suk V Trustee Fees                                    | \$ 1,250              | \$ 1,250              | \$ 1,250              | \$ 1,250              | \$ 1,250              | \$ 1,250              | \$ 1,250              | \$ 1,250              | \$ 1,250              | \$ 1,250               | \$ 1,250               | \$ 1,250               | \$ 1,250                      | \$ 2,500   |
| Fuel Control                                          | \$ 35                 | \$ 35                 | \$ 35                 | \$ 35                 | \$ 35                 | \$ 35                 | \$ 35                 | \$ 35                 | \$ 35                 | \$ 35                  | \$ 35                  | \$ 35                  | \$ 35                         | \$ 465     |
| Miscellaneous Supplies •                              | \$ 577                | \$ 577                | \$ 577                | \$ 577                | \$ 577                | \$ 577                | \$ 577                | \$ 577                | \$ 577                | \$ 577                 | \$ 577                 | \$ 577                 | \$ 577                        | \$ 7,501   |
| DEPT SERVICE •                                        |                       |                       |                       |                       |                       |                       |                       |                       |                       |                        |                        |                        |                               |            |
| Operator Salary                                       | \$ 2,250              | \$ 2,250              | \$ -                  | \$ 2,250              | \$ 2,250              | \$ 2,250              | \$ 2,250              | \$ 2,250              | \$ 2,250              | \$ 2,250               | \$ 2,250               | \$ 2,250               | \$ 2,250                      | \$ 27,000  |
| ACA Fees                                              |                       |                       |                       |                       |                       |                       |                       |                       |                       |                        |                        |                        |                               |            |
| Fuel Bank Loan                                        | \$ 2,750              | \$ -                  | \$ 5,500              | \$ -                  | \$ -                  | \$ 5,500              | \$ -                  | \$ -                  | \$ -                  | \$ -                   | \$ -                   | \$ -                   | \$ -                          | \$ 3,000   |
| Accountant Fees                                       | \$ 113                | \$ 113                | \$ 113                | \$ 113                | \$ 113                | \$ 113                | \$ 113                | \$ 113                | \$ 113                | \$ 113                 | \$ 113                 | \$ 113                 | \$ 113                        | \$ 1,375   |
|                                                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                        |                        |                        |                               | \$ 513,501 |
| NET CASH FLOW                                         | \$ 801                | \$ 2,301              |                       | \$ 2,301              | \$ 4,004              | \$ (1,496)            | \$ 4,004              | \$ 4,004              | \$ 4,004              | \$ 6,472               | \$ 6,472               | \$ 6,472               | \$ 6,472                      | \$ 46,109  |
| (RECEIPTS LESS DISBURSMENTS)                          |                       |                       |                       |                       |                       |                       |                       |                       |                       |                        |                        |                        |                               |            |