**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MISSOURI**

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| IN RE: | ) | |
| | ) | |
| GLEN ARBOR, LLC, | ) | Case No. 26-40837-btf |
| | ) | Chapter 11 |
| Debtor. | ) | |

**ORDER AUTHORIZING USE OF CASH COLLATERAL**

NOW COMES on before this Court the Debtor's Motion for Approval of Preliminary Order Pursuant to 11 U.S.C. 363 and Fed. R. Bankr. P. 4001 Concerning the Use of Cash Collateral and related matters ("Motion"). Due and proper notice with an opportunity to object was served on all creditors and parties in interest.

WHEREUPON, having reviewed the evidence before it, the Court finds as follows:

1. On May 12, 2026 ("the Petition Date"), Glen Arbor, LLC filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the Bankruptcy Code). Pursuant to §§ 1107 and 1108 of the Bankruptcy Code, the Debtor remains as Debtor-in-Possession.

2. The Debtor continues to operate its businesses and manage its property as a Debtor-in-Possession.

3. In the Motion, the Debtor seeks to use property that may constitute the use of cash collateral pursuant to 11 U.S.C. §363.

4. The Court held an emergency hearing on May 14, 2026, and set a final hearing for June 2, 2026 with an objection deadline of May 29, 2026. No objections were filed.

5. On May 20, 2026, the Debtor filed a certificate of service of the Interim Order Authorizing Use of Cash Collateral (Doc. 25).

6. The Debtor believes that Kalamata Capital Group, LLC holds duly perfected liens on the Debtor's cash collateral.

7. The Debtor is indebted to Kalamata Capital Group, LLC, which asserts a security interest in and liens upon the Debtor's assets including its accounts, inventory, and equipment ("the Collateral").

8. The Debtor has no source of income other than from the operation of its businesses and the collection of its accounts. If the Debtor is not permitted to use cash collateral in the ordinary course of its business, it will be unable to pay its operating and business expenses, thus effectively precluding its orderly reorganization in these Chapter 11 proceedings and causing imminent and irreparable harm to its Bankruptcy Estate.

**NOW, THEREFORE, IT IS HEREBY:**

**ORDERED** that Debtor is granted the use of cash collateral and inventory until further Order of the Court**.**

**IT IS FURTHER ORDERED**, that the Debtors' use of Cash is expressly conditioned upon the following:

1. Budget. Without prior approval of the Court, the Debtor shall pay all expenses in the Budget attached to Debtor's Motion to Use Cash Collateral when due, including insurance and taxes, and Kalamata Capital Group, LLC shall be notified of any failure or inability to do so; provided, however, that the Debtor shall only pay such expenses necessary to prevent irreparable injury to the Debtor's business and bankruptcy estate and shall not pay insiders as that term is defined under Code § 101(31) unless it is for reasonable and customary compensation for services performed as disclosed in Debtor's Budget attached to Debtor's Motion to Use Cash Collateral.

2. Replacement Liens. Effective as of the Petition Date, Kalamata Capital Group, LLC is hereby granted replacement security interests in, and liens on, all post-Petition Date acquired property of the Debtor and the Debtor's bankruptcy estate that is the same type of property that the Kalamata Capital Group, LLC holds a pre-petition interest, lien or security interest to the extent of the validity and priority of such interests, liens, or security interests if any (the "Replacement Liens"). The amount of each of the Replacement Lien shall be up to the amount of any diminution of the Kalamata Capital Group, LLC's collateral position from the Petition Date. The Replacement Lien does not apply to any Chapter 5 causes of actions.

3. Automatic Perfection. Any Replacement Lien granted hereunder shall be effective and perfected upon the date of entry of this Order without the necessity for the execution or recordation of filings of deeds of trust, mortgages, security agreements, control agreements, pledge agreements, financing statements or similar documents, or the possession or control by Kalamta Capital Group, LLC of, or over, any property subject to the Replacement Lien. Kalamata Capital Group, LLC is hereby authorized, but not required, to file or record financing statements or similar instruments in any jurisdiction in order to validate and perfect the Replacement Lien. Any error or omission in such documents shall in no way affect the validity, perfection, or priority of the Replacement Lien.

4. Insurance and Taxes. Debtor shall continue to maintain adequate and sufficient insurance on all its property and assets. The Debtor shall timely file all post-petition tax returns and shall make timely deposits of all post-petition taxes.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that Debtor shall be, and hereby is, granted the use of Cash Collateral on the terms and conditions set forth in this Order.

**IT IS FURTHER ORDERED** that nothing contained in this Order shall act as a waiver, release, or final determination of any party's claim to or priority of interest in the Cash Collateral.

**IT IS FURTHER ORDERED** that the provisions of this Order shall be binding upon and inure to the benefit of creditors and Debtor, and their respective successors and assignees (including, without limitation, any Chapter 11 or Chapter 7 Trustee, examiner or other fiduciary hereafter appointed for Debtor or with respect to any of Debtor's property).

**IT IS FURTHER ORDERED** that this Order shall become effective and enforceable upon approval and entry as an Order of the Bankruptcy Court. If any provision of this Order is modified, vacated, or stayed by a subsequent Order of the Court, such modification, vacation, or stay shall not affect the validity of any obligation or liability incurred pursuant to this Order and prior to the effective date of such modification, vacation, or stay. The lien and claim granted to Kalamata Capital Group, LLC under this Order, and the priority thereof, shall be binding (subject to the terms of this Order) on Debtor, its bankruptcy estate, any subsequent trustee or examiner, and all creditors of Debtor.

**IT IS FURTHER ORDERED** that Debtor shall, within three (3) business days after entry of this Order, provide notice of entry of this Order and mail copies of this Order to all creditors listed in the mailing matrix.

**IT IS SO ORDERED.**

Dated: 6/9/2026

/s/ Brian T. Fenimore
UNITED STATES BANKRUPTCY JUDGE

SUBMITTED AND APPROVED BY:

EVANS & MULLINIX, P.A.

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