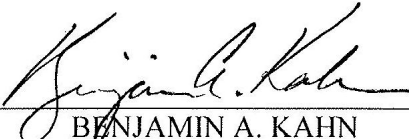




SIGNED this 15th day of July, 2026.


BENJAMIN A. KAHN
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
GREENSBORO DIVISION

In Re:)
)
His Way Sign Service and Install, LLC,) Case No.: 26-10526
)
Debtor.)

FIRST INTERIM ORDER AUTHORIZING USE OF CASH
COLLATERAL AND NOTICE AND TIME FOR FURTHER HEARING

THIS MATTER came on for hearing on the 8th day of July, 2026, upon the Debtor's Motion for authorization to use cash collateral pursuant to 11 U.S.C. §364 ("Cash Collateral Motion" or "Motion"), Bankruptcy Rules 4001 and 9014 and other applicable sections of Title 11 of the United States Code and United States Bankruptcy Rules filed June 12, 2024; Samantha K. Brumbaugh appeared at the hearing on behalf of the Debtor, and JP Cournoyer, Bankruptcy Administrator. Brian Anderson, Chapter 11 Subchapter V Trustee, does not object to the Cash Collateral Motion.

Having considered the matter set forth in the Cash Collateral Motion, the evidence presented at the hearing, and arguments of counsel, and with the consent of the U.S. Small Business Administration, the Court makes the following FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. On July 2, 2026 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11, electing subchapter V status, of the United States Bankruptcy Code in this Court. The Debtor continues in possession of its assets and the management of its business as a debtor in possession.

2. On July 2, 2026 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11, electing subchapter V status, of the United States Bankruptcy Code in this Court.

The Debtor continues in possession of its assets and the management of its business as a debtor in possession.

3. His Way was established in 2022 by Lawrence Nicholson, III (“Mr. Nicholson”), the sole member and operator, and operates from a leased property in Guilford County. His Way is a full-service sign shop, designing, fabricating and installing all types of signage. His Way services the East Coast, providing signing install services for national sign companies as a subcontractor. In addition, His Way derives revenue from sign fabrication, as well as retail work performed for end customers.

4. His Way employs six W-2 employees, not including Mr. Nicholson, who is paid through owner draws.

5. Pre-petition Debtor was hired to design and fabricate banners for a customer. The customer paid for the banners, in advance, plus the anticipated shipping costs. Once the banners were shipped, the customer initiated a charge back on all payments he made. The charged back funds were then swept from Debtor’s account. Quickbooks, who provides merchant services for the Debtor, required the payback of those funds, which effectively wiped-out Debtor’s cash reserves. Debtor obtained its first merchant cash advance loan (“MCA”) to cover its then upcoming payroll obligation.

6. In addition to the loss from the chargeback, many outstanding account receivables were not being paid according to their terms, also affecting cash flow. This issue compounded with the debt service obligation on the initial MCA, required Debtor to obtain yet another MCA. This cycle continued for some time, until Debtor defaulted on numerous loans. This cycle led to the filing of this chapter 11.

7. This bankruptcy is filed with the intent to reorganize the Debtor’s business operations and debts.

8. Debtor’s cash collateral assets include, but are not limited to, bank accounts and accounts receivable. The value of each are as follows:

• Bank Accounts:	\$ 3,043.91
• Accounts Receivable:	<u>\$67,424.35</u>
Total Value:	\$70,468.26

9. The above assets are cash collateral as defined by the Code (“Cash Collateral”).

10. There are seven UCCs of record, having been recorded in North Carolina, that purport to encumber Debtor’s cash collateral, as set forth below.

11. Debtor believes its obligation to Fox Funding Group, LLC (“Fox”) is approximately \$48,613.80. Fox holds a purported first priority lien on Debtor’s Cash Collateral pursuant to a UCC Financing Statement filed December 2, 2025 with the North Carolina Secretary of State.

12. Debtor has been informed and believes it has an obligation to Highland Hill Capital, LLC (“Highland Hill Capital”) of approximately \$18,737.54. Highland holds a purported second priority lien on Debtor’s Cash Collateral pursuant to a UCC Financing Statement filed December 18, 2025 with the North Carolina Secretary of State.

13. Debtor believes it has an obligation to United First, LLC dba United First Capital Experts (“United”) of approximately \$49,347.06. United holds a purported third priority lien on Debtor’s Cash Collateral pursuant to a UCC Financing Statement filed December 22, 2025 with the North Carolina Secretary of State.

14. Debtor believes it has an obligation to ILend Advance, LLC (“ILend”) of approximately \$29,443.63. ILend holds a purported fourth priority lien on Debtor’s Cash Collateral pursuant to a UCC Financing Statement filed March 17, 2025 with the North Carolina Secretary of State.

15. For purposes of this Order the above creditors are herein referred to as “Secured Parties”.

16. For the interim period of this Order, the Debtor needs to use the Cash Collateral for its ordinary and reasonable operating expenses necessary to avoid immediate and irreparable harm in accordance with the court-approved budget.

17. It is appropriate to authorize the Debtor to use the Secured Parties’ Cash Collateral, under 11 U.S.C. §363 and Federal Rule of Bankruptcy Procedure 6004, on an interim basis and pursuant to the budget attached hereto and incorporated herein by reference as Exhibit 1 (the “Budget”) and the Secured Parties’ interest in the Cash Collateral will be adequately protected on an interim basis by the adequate protection afforded by the terms of this Order.

18. It is in the best interest of the Debtor, its secured creditors, the unsecured creditors, and all other parties in interest for the Court to authorize the immediate but limited use of Cash Collateral by the Debtor during this interim period for the purposes stated herein.

Now, upon the Motion, the record before the Court and sufficient cause appearing therefore, **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:**

1. Pending further orders of this Court, the Cash Collateral Motion is GRANTED in part on an interim basis upon the terms and subject to the limitations set forth in this Order.

2. The Debtor is authorized to use the Cash Collateral in the ordinary course of Debtor’s business pursuant to the Budget attached hereto as Exhibit 1 and incorporated herein by reference through the earliest of the occurrence of a Termination Event, as defined below, or upon further hearings (the “Usage Period”).

3. The Debtor is only authorized to use Cash Collateral for operating expenses necessary to avoid immediate and irreparable harm to the Debtor’s business and maintaining the Cash Collateral pursuant to and in accordance with the Budget. The Debtor shall not voluntarily contract for any

administrative expense claims other than as set forth in the Budget or authorized by court order. Unless otherwise authorized by order of this Court, the Debtor shall not use Cash Collateral for payment of any pre-petition indebtedness or obligations of, or pre-petition claims against, the Debtor.

4. To the extent the Debtor uses the Cash Collateral of the Secured Parties, and only to the extent of the diminution in value of the Cash Collateral of any Secured Parties, pursuant to and consistent with 11 U.S.C. § 363(e) and § 361, the Secured Parties are hereby granted a post-petition replacement lien in Debtor's post-petition property of the same kind which secured the indebtedness of the Secured Parties pre-petition, with such liens having the same validity, priority, and enforceability as the Secured Parties had against the same type of such collateral as of the Petition Date. The lien of the Secured Parties in post-petition collateral is and shall be, without any further action by the Secured Parties, deemed perfected to the extent the pre-petition liens and security interests were valid, perfected, enforceable, and non-avoidable as of the Petition Date; provided however, that nothing in this Order shall be deemed to grant the Secured Parties a post-petition lien on assets, if any, of the kind in which it did not possess a valid, perfected, enforceable, and otherwise unavoidable pre-petition lien. The post-petition liens and security interests provided for herein shall survive the term of this Order and be binding as to any bankruptcy trustee appointed under this chapter or under chapter 7, to the extent the pre-petition lien was valid, perfected, enforceable, and non-avoidable as of the Petition Date.

5. The security interests and liens herein granted to the Secured Parties: (i) are and shall be in addition to all security interests, liens and rights of set-off existing in favor of the Secured Parties on the Petition Date, if any; and (ii) shall secure the payment of the indebtedness owing to the Secured Parties in an amount equal to the aggregate Cash Collateral used or consumed by Debtor.

6. During the Usage Period Debtor shall make adequate protection payments and in compliance with 11 U.S.C. § 363(c)(3), to Fox in the amount of \$354.58, to Highland in the amount of \$386.69, and to United in the amount of \$64.53 or before July 15, 2026. All adequate protection payments shall be paid to counsel for the Debtor, to be held in trust, pending a determination of the validity of the claims and interest of Fox, Highland Hill and United. Debtor's counsel shall provide confirmation of receipt of adequate protection payments within three (3) days of receipt to Fox, Highland and United via email to skaminski@kaminskilawpllc.com.

7. The Debtor shall preserve, protect, maintain and adequately insure all collateral in the same manner as such acts were carried out pre-petition and such, in addition to the adequate protection payment described in paragraph 6 above, is sufficient to adequately protect the Secured Parties until a further hearing on the Cash Collateral Motion is held.

8. During the period this Interim Order Authorizing Limited Use of Cash Collateral is in effect, the Debtor is authorized to make expenditures for expenses as outlined in Exhibit 1. The Debtor is authorized to make additional expenditures on any one particular expense line item, not to exceed ten percent (10%) of such line item, should the need arise. However, under no circumstance shall the Debtor expend greater than ten percent (10%) of the overall Budget. The Debtor is not authorized to make expenditures on any expense line item exceeding ten percent (10%) of the budgeted amount without prior written approval from the Subchapter V Trustee, the Bankruptcy Administrator, and the Secured Parties.

9. Subject to paragraph 16 below, nothing contained herein shall prevent a creditor, the Bankruptcy Administrator, or other party in interest from contesting the validity, perfection and enforceability, or priority of the Secured Parties liens or the amount owing to the Secured Parties, or from raising any defenses, offsets, deductions or counterclaims thereto. The Debtor does not hereby waive, and expressly reserves for itself and the bankruptcy estate (including the Bankruptcy Administrator, any subsequently appointed Chapter 11 or Chapter 7 trustee, other creditors, other parties in interest and any Committee in this proceeding) the right to raise any defenses, offsets, deductions or counterclaims to, or to challenge the amount, validity, perfection, enforceability or priority of, the pre-petition liens and amounts owed which are asserted by the Secured Parties and, derivatively, any replacement lien provided for hereunder. The Secured Parties do not hereby waive, and expressly reserves for themselves, the right to raise any and all rights, remedies, and defenses under the applicable Agreements, Contracts and liens and other agreements with the Debtor's or any other person or entity. The Secured Parties further expressly reserve for themselves the right to raise any and all matters, claims and/or defenses, of any kind or nature relating to any matter whatsoever specifically including, without limitation, the right to challenge the valuations of the collateral securing the repayment of the Agreement and Contract provided by the Debtor and any other liens in connection with the instant bankruptcy proceeding. Subject to the foregoing, the findings, conclusions, or orders set forth herein are made as to all parties are on an interim basis, shall not constitute final decisions of this Court on any legal or factual issue, and are without prejudice to the right of any party to raise, contest, or seek the same or a different outcome at any subsequent hearing or in any contested matter.

10. All professional fees are subject to approval of the United States Bankruptcy Court.

11. These obligations of the Debtor are continuing in nature, shall survive the term of this Order, and shall remain in effect until the earlier of (collectively a "Termination Event"):

- (i) The effective date of any confirmed Chapter 11 plan in this proceeding;
- (ii) Conversion of this case to another Chapter of the Bankruptcy Code or removal of Debtor from possession;
- (iii) The entry of further orders of the Court regarding the subject matter hereof;
- (iv) Dismissal of this case;
- (v) Occurrence of an event of default that is not timely cured under paragraph 14 below;
- or
- (vi) July 27, 2026.

12. The Secured Parties expressly reserve their rights to seek further adequate protection of their interest and to seek a later determination that the provisions of this order do not constitute adequate protection of their interest. The Secured Parties expressly reserve their rights to seek further relief under 11 U.S.C. §§ 361, 362 and 363. The Debtor expressly reserves its right to seek additional use of Cash Collateral beyond the stated term of this Order.

13. It shall be a default hereunder for any one or more of the following to occur:

- (i) The Debtor fails to comply with any of the material terms or conditions of this Order;
- (ii) The Debtor uses Cash Collateral other than as agreed in this Order;

- (iii) Cancellation or lapse of the Debtor's applicable insurance coverage; or
- (iv) Cessation of business operations by Debtor.

14. Upon the service upon Debtor's counsel by the Secured Parties or the Bankruptcy Administrator of a written notice of any default, which shall be served upon the Debtor and Debtor's counsel by electronic mail, and shall be served upon the Subchapter V Trustee, Brian Anderson by electronic mail at BRAnderson@foxrothschild.com, the Bankruptcy Administrator in this case by electronic mail to JP Cournoyer at jp_cournoyer@ncmba.uscourts.gov. The Debtor shall have a period of five (5) business days to cure such default or to file an appropriate document challenging the occurrence of an event of default. In the event of a Termination Event, or a dispute over the existence of a default or the timely cure of a default, Debtor may seek an expedited hearing on the continued use of Cash Collateral; provided, however, that, in the event of a dispute over the timely cure or existence of any default, Debtor's authority to use Cash Collateral shall terminate until further order of the Court.

15. Debtor shall pay all applicable insurance premiums, taxes, and other governmental charges as they become due, and will make all tax deposits and file all applicable tax returns on a timely basis.

16. If any or all of the provisions of this Order are hereafter modified, vacated, or stayed by subsequent order of this Court, or by any other Court, or the use of Cash Collateral pursuant hereto is terminated, such stay, modification, vacation, or termination, shall not affect the validity and enforceability of any lien or priority authorized herein with respect to the Secured Parties and any indebtedness of Debtor to said creditors.

17. If the Debtor's authorization to use Cash Collateral is terminated under the terms of this order, unless otherwise ordered by this Court, the Debtor shall pay all expenses of operation incurred by the Debtor in its normal course of business up through the time of the termination of the Debtor's right to use Cash Collateral, provided that and solely to the extent that such payments are in compliance with the Budget attached and this Order, and the liens granted herein shall be subordinate to a carve out for such expenses, including any fees pursuant to 28 U.S.C. 1930 (the "Trailing Expenses").

18. Objections to further use of cash collateral must be filed by July 20, 2026. If no objection is timely filed, the Court may enter an interim or final order authorizing further use of cash collateral without a hearing. If an objection is timely filed, a further hearing on the Cash Collateral Motion and any objections and responses to the Cash Collateral Motion, shall be heard at 9:30am on July 27, 2026 at the United States Bankruptcy Court in Greensboro, North Carolina.

[END OF DOCUMENT]

His Way Sign Service and Install, LLC

Case No.: 26-10526

Exhibit A--Interim Cash Collateral Budget

		7/6--7/12	7/13--7/19	7/20--7/26
Income		\$ 10,000.00	\$ 14,600.00	\$ 18,000.00
Expenses				
Rent		\$ 2,100.00	\$ -	\$ -
Utilities	Gas	\$ -	\$ 3.49	\$ -
	Internet	\$ -	\$ -	\$ -
	Phone	\$ -	\$ -	\$ -
	Power	\$ -	\$ -	\$ 393.52
	Water/Trash	\$ 104.00	\$ -	\$ -
	GFL (Dumpster)	\$ -	\$ -	\$ 95.61
Insurance				
	GL(GL,Auto,IM)	\$ -	\$ -	\$ 2,542.00
	WC	\$ -	\$ -	\$ 1,000.00
Payroll		\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
Fuel		\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
maintenance/repairs		\$ 500.00	\$ -	\$ -
office supplies		\$ -	\$ 75.00	\$ -
advertising		\$ 100.00	\$ 100.00	\$ 100.00
supplies/materials		\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
uniforms		\$ -	\$ -	\$ -
tools		\$ -	\$ -	\$ -
rentals		\$ 1,004.77	\$ -	\$ -
subscriptions		\$ -	\$ -	\$ 60.00
Trustee payment		\$ -	\$ -	\$ 750.00
AP payment--Fox		\$ -	\$ 364.58	\$ -
AP payment--United		\$ -	\$ 149.25	\$ -
Utility AP payments		\$ -		\$ 812.36
		<u>\$ 15,008.77</u>	<u>\$ 11,892.32</u>	<u>\$ 16,953.49</u>
Net Income/Net		\$ (5,008.77)	\$ 2,707.68	\$ 1,046.51