IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

In re:	§	
	§	**Case No. 26-42526**
JIN BEH INC.	§	
	§	**Chapter 11 (Subchapter V)**
Debtor.	§	

INTERIM ORDER (I) AUTHORIZING THE DEBTOR TO USE CASH COLLATERAL OF EXISTING SECURED LENDER, (II) GRANTING ADEQUATE PROTECTION FOR USE THEREOF, (III) MODIFYING THE AUTOMATIC STAY TO ALLOW FOR THE RELIEF REQUESTED HEREIN AND (IV) SCHEDULING FINAL HEARING

CAME ON for consideration the *Motion for an Order (i) Authorizing the Debtor to Use Cash Collateral of Existing Secured Lender, (ii) Granting Adequate Protection for the Use Thereof, (iii) Modifying the Automatic Stay and (iv) Scheduling a Final Hearing* (the "Motion")[1] of the above-captioned debtor and debtor-in-possession (the "Debtor") and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; consideration of the Motion and the relief requested therein being a core proceeding in accordance with 28 U.S.C. § 157(b)(2); venue being proper in this District pursuant to 28 U.S.C. § 1408; and due and proper notice of the Motion being adequate and appropriate under the particular circumstances; an initial hearing having been held to consider the relief requested in the Motion on **July 28, 2026 at 9:00 a.m.** (the "Interim Hearing"); upon the record of the Interim Hearing; the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtor's estate, its creditors and other parties in interest; that the Debtor has shown good, sufficient, and sound business purpose and justification for the relief requested in the Motion; Grasshopper Bank (the "GB") having received notice of the Motion and this order (the "Interim Order"); and after due deliberation and sufficient cause appearing, the Court hereby finds:

[1] All capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

A. The Debtor filed a voluntary petition for relief pursuant to chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") on July 24, 2026 (the "Petition Date") with the United States Bankruptcy Court for the Eastern District of Texas, Sherman Division (the "Court").

B. The Debtor continues to manage and operate its business and assets as a debtor and debtor in possession pursuant to Bankruptcy Code § 1184.

C. The Debtor requires the use of the Cash Collateral in order to continue the Debtor's ordinary course business operations and to maintain the value of the bankruptcy estate. The Debtor is permitted to use Cash Collateral, on an interim basis, on the terms and conditions provided for herein, commencing on the date hereof and expiring no later than August 11, 2026, except as provided for herein (the "Interim Period"). The Debtor shall not use Cash Collateral except in accordance with the terms and conditions contained in this Interim Order. Nothing in this Interim Order shall authorize the disposition of any assets of the Debtor, its estate or other proceeds resulting therefrom, except as permitted herein or upon further order of the Court.

D. At the Interim Hearing, the Debtor stated that it is indebted to GB under various contracts, notes, security agreements and other loan instruments entered into prior to the Petition Date (generally, the "GB Indebtedness"). The Debtor believes that the GB Indebtedness totals approximately $1,356,070.00 as of the Petition Date. The Debtor also believes that GB would assert that the GB Indebtedness is secured by a lien or liens on all or on substantially all of the Debtor's assets (the "Collateral"); that GB's lien or liens have priority over all other liens asserted against the Collateral; and that all proceeds from the use or sale of the Collateral constitutes GB's cash collateral (the "Cash Collateral").

E. The Debtor asserts a need for the use of the Cash Collateral in order to continue the operations of its business.

F. The Debtor's interim use of Cash Collateral is necessary to preserve the bankruptcy estate and to avoid immediate and irreparable harm to the Debtor, its bankruptcy estate and assets.

Accordingly, it is therefore and hereby:

ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is hereby granted on an interim basis in accordance with the terms of this Interim Order. This Interim Order shall constitute findings of fact and constitute conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable as of the date of the execution of this Interim Order.

Use of Cash Collateral.

2. Subject to the terms and conditions of this Interim Order, the Debtor is authorized, pursuant to §363(c)(2) of the Bankruptcy Code, to collect and use Cash Collateral from the date of this Interim Order in the approved amounts in the 13-week cash flow budget (the "Budget"). Attached to this Order at **Exhibit A** is a true and correct copy of the Budget. Subject to the terms and conditions of this Interim Order, the Debtor may use Cash Collateral in the ordinary course of its business solely to pay the expenses set forth in the Budget attached hereto to the extent such expenses are incurred post-petition and come due and payable in the Interim Period (the "Expenditures").

Replacement Liens.

3. As adequate protection pursuant to Sections 361 and 363 of the Bankruptcy Code, GB is hereby granted replacement liens (the "Replacement Liens") on the Debtor's post-petition cash and accounts receivable to secure any diminution in the value of GB's collateral; provided that such Replacement Liens shall only be to the extent, priority, and validity as existed on such assets and property of the Debtor as of the Petition Date. Notwithstanding the foregoing, GB will

not receive a security interest in, or a replacement lien on, the Debtor's avoidance actions under chapter 5 of the Bankruptcy Code.

Effectiveness of Replacement Liens.

4. All liens and security interests granted pursuant to this Interim Order are hereby deemed effective, valid, and perfected as of the Petition Date—to the extent the original security interests of GB were valid and perfected as of the Petition Date—without the necessity of filing or recording by or with any entity of any documents or instruments otherwise required to be filed or recorded under applicable non-bankruptcy law. Notwithstanding, the Debtor shall execute and deliver to GB any and all instruments or documents as may be reasonably requested by GB and deemed by them to be necessary to evidence or perfect such Replacement Liens, and the automatic stay of section 362 is hereby modified to the extent necessary to permit such execution, delivery, and filing.

Events of Default.

5. The Debtor's authority to use Cash Collateral pursuant to this Interim Order shall terminate if:

(a) The Debtor's Chapter 11 Case is converted to a case under Chapter 7 of the Bankruptcy Code;

(b) This Court removes the Debtor as debtor-in-possession under 11 U.S.C. § 1185(a); or

(c) The Debtor uses Cash Collateral for purposes not authorized under this Interim Order.

No Prejudice and Reservation of Rights.

6. Notwithstanding any provision of this Interim Order to the contrary, nothing in the Interim Order shall constitute or be deemed to constitute a waiver of any rights, remedies, claims or defenses GB may have pursuant to its respective loan documents, provided for by the Bankruptcy Code or applicable non-bankruptcy law, including the right to move for relief from the automatic stay or to seek a modification of this Interim Order. The rights and obligations of the Debtor and the rights and security interests of GB arising out of this Interim Order are in addition to, and are not intended as a waiver or substitution for any right, remedy, lien or security interest granted under the parties' respective loan documents. Nothing in this Order shall in any way affect GB's, or the Debtor's right to later challenge the extent, validity, or priority of any lien, claim, or encumbrance asserted by any party against the Debtor or its assets.

Effect of Termination.

7. The rights and obligations of the Debtor and GB hereunder shall survive any termination of the Debtor's authority to use Cash Collateral during the Interim Period.

Reversal or Vacation of Court Order.

8. Any reversal, modification, or vacation of this Interim Order shall not affect the validity or priority of any obligation of the Debtor to GB incurred or arising by operation of law, or any security interest or lien granted to GB under the Interim Order, before the effective date of such reversal, modification or vacation. Notwithstanding the entry of any subsequent stay or any such reversal, modification or vacation, all uses of the Cash Collateral, and the security interest or liens granted to GB under this Interim Order before the effective date of any such stay, reversal, modification or vacation shall be governed in all respects by the original provisions of this Interim Order and GB shall be entitled to all the rights, privileges and benefits with respect to all such uses, obligations, security interests, and liens.

No Admissions or Waivers.

9. Notwithstanding any provisions of this Interim Order to the contrary:

(a) Nothing herein shall constitute or be deemed to constitute an admission by the Debtor, or GB or constitute a wavier or estoppel of any legal position of any party.

(b) Nothing herein shall prejudice the rights of GB, including without limitation to (i) object to the sufficiency of the terms of this Interim Order respecting the Debtor's further use of Cash Collateral beyond the authorization provided for herein, (ii) seek further adequate protection under section 361 and 363 of the Bankruptcy Code, (iii) seek relief from the automatic stay under sections 362(d)(1), (d)(2) or (d)(3) of the Bankruptcy Code, (iv) oppose, contest, challenge or defend any motion, complaint or other pleading for relief filed by the Debtor in this or any other Court, or to assert any defense, counterclaim or cross-claim cognizable under the Bankruptcy Code or applicable non-bankruptcy law, (v) seek a modification or termination of this Interim Order for cause, or (vi) seek any other relief whatsoever at any time;

(c) Conversely, nothing contained in this Interim Order shall prejudice the rights of the Debtor, including without limitation, to seek continued use of Cash Collateral beyond any authorization set forth herein, (ii) oppose, contest, challenge or defend any motion, complaint or other pleading for relief filed by GB in this or any other Court, or to assert any defense,

counter-claim or cross-claim cognizable under the Bankruptcy Code or applicable non-bankruptcy law or (iii) seek any other relief whatsoever.

Validity and Priority of Liens.

10. The Debtor reserves the right to contest the validity and priority of the liens of GB that secure its respective prepetition indebtedness, and nothing in this Order shall be deemed an acknowledgement of or agreement to the extent, priority, or validity of any party's alleged liens, claims, or encumbrances against the Debtor or its assets.

11. Notwithstanding any other provisions included in this Order, or any agreements approved hereby, any statutory liens (collectively, the "Tax Liens") of ad valorem tax authorities that secure pre- and post-petition ad valorem taxes shall not be primed by nor made subordinate to any liens and/or claims granted to any party hereby to the extent such Tax Liens are valid, senior, perfected, and unavoidable, and all parties' rights to object to the priority, validity, amount, and extent of such claims and liens asserted by ad valorem tax authorities are fully preserved. Further, the statutory Tax Liens are deemed to be senior to GB's lien to the extent provided by Texas law.

Successors.

12. This Interim Order shall be binding upon and inure to the benefit of the parties, and its respective successors and assigns, including any successor trustee appointed in this case.

Carve-Out.

13. There shall be a carve-out for fees payable under 28 U.S.C. § 1930, professional fees and expenses, and fees and expenses for the Subchapter V Trustee (the "Carve-Out") that is not subject to any protections granted to GB under this Interim Order or the loan documents unless the entire Carve-Out is not approved for payment by the Court. The Carve-Out shall mean an amount equal to the sum of the following: (a) all fees payable under 28 U.S.C. § 1930; (b) all

accrued and unpaid fees, disbursements, costs and expenses of professionals or professional firms retained by the Debtor; and (c) all accrued and unpaid fees for the Subchapter V Trustee. However, nothing in this Interim Order shall be construed to impair the right of any party to object to any fees, expenses, reimbursement or compensation sought by any such professionals or any other person or entity. Any legal and professional fees remain subject to interim and final allowance by this Court and remain subject to all applicable provisions of the Bankruptcy Code and the Local Rules, including, but not limited to, 11 U.S.C. §§ 327 and 330. The Carve-Out will survive termination of this Interim Order, any final order allowing the use of cash collateral, and any termination or expiration of The Debtor's right to use Cash Collateral under this Interim Order.

Final Hearing.

14. Pursuant to Bankruptcy Rule 4001, the final hearing (the "Final Hearing") on the Motion shall be held and is hereby scheduled for **August 11, 2026, at 2:00 p.m. (CST)** in the courtroom of the Honorable Brenda T. Rhodes, 660 Central Expy., Third Floor, Plano, Texas 75074. Objections to the requested relief shall be filed with the Court no later than three (3) days prior to the Final Hearing and served upon (i) the Debtor; (ii) the Debtor's counsel; (iii) the United States Trustee; (iii) counsel to GB; (iv) the Subchapter V Trustee; and (v) any other party that has filed a notice of appearance in this Chapter 11 Case. The Debtor shall promptly mail copies of this Interim Order to each of the parties receiving notice of the Motion, as well as any other entity known to the Debtor that might have an interest in the Cash Collateral and any other party that has filed and served a special request for notice with this Court.

Miscellaneous.

15. Pursuant to Bankruptcy Rule 6004(h), this Interim Order shall be immediately effective and enforceable upon its entry. To the extent applicable, the 14-day stay set forth in Bankruptcy Rule 4001(a)(1) is hereby waived.

16. To the extent there is a conflict between the terms of this Interim Order and the terms of the Motion, this Interim Order shall control.

17. This Court has and will retain jurisdiction to enforce this Interim Order according to its terms.

Signed on 7/30/2026

Brenda T. Rhoades KC

HONORABLE BRENDA T. RHOADES,
CHIEF UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

13-Week Budget

JIN BEH, INC. —13 WEEK CASH FLOW

Cash Flow	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	13-Wk Total / End
Week ending / month	07/26 Jul	08/02 Aug	08/09 Aug	08/16 Aug	08/23 Aug	08/30 Aug	09/06 Sep	09/13 Sep	09/20 Sep	09/27 Sep	10/04 Oct	10/11 Oct	10/18 Oct	
Beginning cash — operating only	$60,377	$107,929	$78,534	$137,876	$115,861	$138,933	$130,863	$142,022	$121,944	$119,702	$105,889	$119,065	$103,742	$60,377
CASH RECEIPTS														
Net sales — Lewisville	$36,047	$44,531	$44,531	$44,531	$44,531	$44,531	$37,155	$37,155	$37,155	$37,155	$39,753	$39,753	$39,753	$526,583
Net sales — Frisco	$30,144	$37,824	$37,824	$37,824	$37,824	--	--	--	--	--	--	--	--	$181,439
Frisco sales migrating to Lewisville	--	--	--	--	--	$1,891	$1,557	$1,557	$1,557	$1,557	$1,675	$1,675	$1,675	$13,145
Total net sales	**$66,191**	**$82,355**	**$82,355**	**$82,355**	**$82,355**	**$46,423**	**$38,712**	**$38,712**	**$38,712**	**$38,712**	**$41,428**	**$41,428**	**$41,428**	**$721,167**
Customer sales-tax collections	$5,461	$6,794	$6,794	$6,794	$6,794	$3,830	$3,194	$3,194	$3,194	$3,194	$3,418	$3,418	$3,418	$59,496
DIP / owner funding — committed only	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Total cash receipts	**$71,652**	**$89,149**	**$89,149**	**$89,149**	**$89,149**	**$50,252**	**$41,906**	**$41,906**	**$41,906**	**$41,906**	**$44,846**	**$44,846**	**$44,846**	**$780,663**
OPERATING DISBURSEMENTS														
COGS — Lewisville + migrated sales	$12,256	$15,141	$15,141	$15,141	$15,141	$15,784	$13,162	$13,162	$13,162	$13,162	$14,086	$14,086	$14,086	$183,508
COGS — Frisco	$9,646	$12,104	$12,104	$12,104	$12,104	--	--	--	--	--	--	--	--	$58,060
Payroll — Lewisville		$41,564		$41,564		$41,546		$41,564		$41,564	--	$41,564	--	$249,366
Payroll — Frisco regular		$33,529		$33,529		--		--	--	--	--	--	--	$67,058
Payroll — Frisco final runoff	--	--	--	--	$8,382	--	--	--	--	--	--	--	--	$8,382
Sales-tax remittance (pass-through)	--	--	--	--	$26,463	--	--	--	$28,461	--	--	--	$12,859	$67,782
Mixed-beverage gross-receipts tax	--	--	--	--	$1,424	--	--	--	$1,532	--	--	--	$692	$3,648
Rent	--	$8,258	--	--	--	--	$8,258	--	--	--	$8,258	--	--	$24,774
Utilities	--	--	--	$6,265	--	--	--	$6,265	--	--	--	$3,526	--	$16,055
Insurance	--	$4,386	--	--	--	--	$2,333	--	--	--	$2,333	--	--	$9,053
Other Operating, Marketing, AI, and Repairs Costs	$2,197	$2,563	$2,563	$2,563	$2,563	$993	$993	$993	$993	$993	$993	$993	$993	$20,395
Sub Chapter V Trustee	$ -	$ 1,000.00	$ -	$ -	$ -	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ -	$3,000
Post-Petition Attorney Retainer	--	--	--	--	--	--	$5,000	--	--	--	$5,000	--	--	$10,000
Frisco closure / surrender	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Future litigation counsel	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Total cash disbursements	**$24,099**	**$118,544**	**$29,807**	**$111,165**	**$66,077**	**$58,323**	**$30,747**	**$61,984**	**$44,148**	**$55,719**	**$31,670**	**$60,169**	**$28,629**	**$721,081**
Net cash flow	**$47,553**	**($29,395)**	**$59,342**	**($22,016)**	**$23,073**	**($8,070)**	**$11,159**	**($20,078)**	**($2,242)**	**($13,813)**	**$13,176**	**($15,323)**	**$16,217**	**$59,582**
Ending cash — operating only	**$107,929**	**$78,534**	**$137,876**	**$115,861**	**$138,933**	**$130,863**	**$142,022**	**$121,944**	**$119,702**	**$105,889**	**$119,065**	**$103,742**	**$119,959**	**$119,959**

Case 26-42526 Doc 18 Filed 07/30/26 Entered 07/30/26 10:22:26 Desc Main Document Page 11 of 11