UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
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In re:

LEO CHULIYA, LTD., d/b/a FANTASY CUISINE CO.	Chapter 11 Sub-Chapter V
CHIA-HUNG CHU a/k/a Austin Chu a/k/a Chiahung Chu a/k/a Chia Hung Chu Debtors.	Case Nos. :24-22563 (SHL) and 24-22575 (SHL) Jointly Administered

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FINAL ORDER AUTHORIZING USE OF CASH
COLLATERAL BY DEBTOR PURSUANT TO 11 U.S.C. SECTION 363

UPON the motion dated June 25, 2024 (the "Motion") of Leo Chuliya Ltd d/b/a Fantasy Cuisine, the above-captioned debtor and debtor-in-possession (the "Debtor") which seeks authority to, *inter alia,* use cash collateral in which the United States Small Business Administration (the "SBA" or the "Cash Collateral Creditor Creditor") may have a fully perfected first priority security interest pursuant to 11 U.S.C. Sections 363(c)(2) and 361 and Federal Rules of Bankruptcy Procedure 4001; and interim hearings having been held on July 11, 2024, August 14, 2024, September 12, 2024 and November 7, 2024 (the "Final Hearing"); and no opposition having been interposed to the relief sought at the Final Hearing; upon the record taken at the Final Hearing, and all of the pleadings heretofore filed and prior hearings in this proceeding, and good cause having been shown therefore, it is hereby found and determined as follows:

1. This Court has jurisdiction over these proceedings and the parties and property affected hereby pursuant to 28 U.S.C. §1334 and this is a "core" proceeding pursuant to 28 U.S.C. §157. Venue is proper in this Court pursuant to 28 U.S.C. §1408.

2. On or about June 24, 2024, (the "Petition Date") the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (the "Code") and elected to be treated as a debtor under Sub Chapter V, and has continued in possession of its property and the management of its business pursuant to 11 U.S.C. §§1107 and 1108.

3. As of the date hereof, the United States Trustee has not appointed an Official Creditors' Committee as provided for in Section 1102 of the Code. No trustee or examiner has been heretofore appointed in this proceeding. On June 25, 2024, pursuant to 11 U.S.C. §1183(a), the United States Trustee appointed Nat Wasserstein as the Sub-Chapter V trustee (the "Sub V Trustee").

4. The Debtor is in the business of operating a restaurant.

5. Subject to the Debtor's investigation and confirmation, on a preliminary basis, the Debtor acknowledges, on behalf of itself and not its estate:

i. The Debtor received advances from the SBA in connection with the CARES Act.

ii. A UCC-1 filing was duly recorded in the State of New York by the SBA which affords the SBA a lien on, among other things, the Debtor's personal property, cash and receivables.(the "Cash Collateral").

iii. The Cash Collateral is essential to the continued preservation and maximization of the Debtor's estate.

iv. Continued use of the Cash Collateral on a final basis is necessary to prevent immediate and irreparable harm to the Debtor's estate in that without authorization to use the Cash Collateral, the Debtor's ability to meet its current necessary and integral business obligations will be impossible.

v. The value of Debtor's estate will be maximized by the continuation of Debtor, as a going business, and the use of the Cash Collateral is essential to such operations; and

vi. Good cause has been shown for entry of this Final Cash Collateral Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2). In particular, the authorization granted under the terms of this Final Cash Collateral Order for the Debtor to continue using Cash Collateral is necessary to avoid immediate and irreparable harm to the Debtor and its estate. Entry of this Cash Collateral Order is in the best interest of the Debtor, its estate and creditors.

BASED UPON THE FOREGOING, it is hereby **ORDERED** as follows:

1. The Motion is granted to the extent set forth herein. The Debtor is authorized to use Cash Collateral in the ordinary course of its business in accordance with the terms of this Final Order and the Budget attached to the Motion as Exhibit A.

2. In addition to the existing rights and interests of the Cash Collateral Creditor in the Collateral and for the purpose of adequately protecting it from Collateral Diminution,[1] the Cash Collateral Creditor is hereby granted: (a) valid, enforceable, unavoidable, and fully perfected replacement liens ("Replacement Liens") upon all existing and after-acquired tangible and intangible personal and real property and assets of the Debtor of any kind or nature, whether existing prior to or acquired after the Petition Date and wherever located, and all products and proceeds of all of the foregoing (collectively, the "Replacement Collateral"), only to the extent

[1] For purposes of this Order, "Collateral Diminution" shall mean any diminution in value of the Cash Collateral Creditor's interest in Debtor's property as of the Filing Date, to the extent valid and enforceable, by reason of Debtor's use of Cash Collateral in accordance with this Order and the granting of the Carve-outs hereunder.

that said prepetition liens were or deemed valid, perfected and enforceable as of the Petition Date, in the continuing order of priority of its pre-petition liens without determination herein as to the nature, extent and validity of said pre-petition liens and claims and to the extent Collateral Diminution occurs during the Chapter 11 case, and (b) a superpriority administrative expense claim under section 507(b) of the Bankruptcy Code subject only to: (i) The fees of the Sub Chapter V Trustee and counsel for the Debtor; (ii) costs imposed or charged by the Clerk of the Court; (iii) the fees and commissions of a Chapter 7 trustee, in the event that this chapter 11 case is converted to one under chapter 7

3. To the extent required, the automatic stay as imposed by Section 362 of the Bankruptcy Code is hereby modified to permit the foregoing.

4. All of the Debtor's expenditures shall be specifically accounted for in detailed monthly reports which the Debtor shall file with the Bankruptcy Court

5. The security interests and liens herein granted and regranted: (i) are and shall be in addition to all security interests, liens and rights of set-off existing in favor of the Cash Collateral Creditor on the Petition Date; (ii) shall secure the payment of indebtedness to the Cash Collateral Creditor in an amount equal to the aggregate Cash Collateral used or consumed by the Debtor and any diminution in the value of the Collateral; and (iii) shall be deemed to be automatically perfected without the necessity of any further action by the Cash Collateral Creditor or the Debtor. Without limitation, therefore, the Cash Collateral Creditor shall not be required to file financing statements or other documents in any jurisdiction or take any other action to validate or perfect the liens and security interests granted by this Order.

6. The Replacement Liens shall immediately upon entry of this Final Cash Collateral Order attach and become valid, fully perfected, enforceable, unavoidable and effective by

operation of law as of the Petition Date without any further action by the Debtor, the Cash Collateral Creditor, and the Court, and without the necessity of execution by the Debtor, or the filing or recordation, of any financing statements, security agreements, vehicle lien applications, mortgages, leasehold mortgages, filings with the U.S. Patent and Trademark Office, or other documents or the taking of any other actions. If the Cash Collateral Creditor hereafter requests that the Debtor execute and deliver financing statements, security agreements, collateral assignments, mortgages, or other instruments and documents considered by any of them to be reasonably necessary or desirable to further evidence the perfection of the Replacement Liens, the Debtor is authorized and directed to execute and deliver such financing statements, security agreements, mortgages, collateral assignments, instruments, and documents at the expense of such Cash Collateral Creditor. The authorization granted herein for the Debtor's use of Cash Collateral is without prejudice to any and all rights and defenses of the Debtor and other parties in interest to challenge the validity, extent, priority or nature of any security interest of document relating thereto, all of which rights and defenses are expressly preserved.

7. The provisions of this Order shall remain in full force and effect unless modified or vacated by subsequent order of this Court with the consent of the Cash Collateral Creditor and the Debtor. If any or all of the provisions of this Order are hereafter modified, vacated, or stayed by subsequent order of this Court or any other court, such stay, modification or vacation shall not affect the validity and enforceability of any lien, priority or benefit with respect to any indebtedness of the Debtor to the Cash Collateral Creditor.

8. The Bankruptcy Court shall retain jurisdiction with respect to all matters pertaining to this Order.

9. Except as otherwise expressly set forth herein, the entry of this Final Order is

without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair: (a) the Cash Collateral Creditor's 's rights to seek any other or supplemental relief in respect of the Debtor including the right to seek additional adequate protection at the Final Hearing; (b) any of the rights of the Cash Collateral Creditor's under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right of the Cash Collateral Creditor to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of the case, conversion of the case to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers in the case, (iii) seek to propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of the Cash Collateral Creditor

11. Notwithstanding any applicability of any Bankruptcy Rules, the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry. This Final Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon the entry thereof. To the extent that any findings of fact are determined to be conclusions of law, such findings of fact shall be adopted as such; and to the extent that any conclusions of law are determined to be findings of fact, such conclusions of law shall be adopted as such.

11. Within five (5) business days after entry of this Final Order, the Debtor shall serve it, or cause it to be served, by first class mail or electronic mail, (i) the Sub Chapter V Trustee; (iii) the United States Trustee; and (iv) the SBA at its office and upon the United States Attorney, for the Southern District of New York Civil Division.

Dated: White Plains, New York
March 24, 2026

/s/ Sean H. Lane
HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE