UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re: PETER MANNING LLC, d/b/a PETER MANNING NYC,[1] Debtor.	Chapter 11 (Subchapter V) Case No. 26-12000 (JPM)

INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL

Upon the Motion (**Motion**")[2] of Peter Manning LLC, d/b/a Peter Manning NYC ("**Debtor**"), debtor and debtor in possession, pursuant to sections 105(a), 361, 362, 363(a), 363(c)(2)(3), 363(e), and 1107(a) of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*. ("**Bankruptcy Code**"), Rules 2002, 4001(b), and 9014 of the Federal Rules of Bankruptcy Procedures ("**Bankruptcy Rules**"), and Rule 4001-2 of the Local Rules ("**Local Rules**") of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of New York ("**Bankruptcy Court**") seeking entry of interim ("**Interim Order**") and final orders ("**Final Order**" and, together with the Interim Order, "**Cash Collateral Orders**"), **inter alia**, (i) authorizing Debtor to utilize Cash Collateral, and (ii) scheduling a final hearing pursuant to Bankruptcy Rules 4001(b); and an emergency hearing having been held and concluded before the Court on August 21, 2026 at 2:00 P.M., to consider entry of this order authorizing the Debtor's interim use of Cash Collateral ("**Interim Hearing**"); and no objections to the interim relief requested in the Motion having been made at or prior to the Interim Hearing; and no Subchapter V Trustee having been appointed yet in this case; and it appearing that the interim relief requested is necessary to avoid immediate and irreparable harm to the Debtor and

[1] The last four digits of Debtor's federal tax identification number are 5482.

[2] Capitalized terms not otherwise defined herein are ascribed the meaning provided in the Motion.

its estate pending a Final Hearing, and further that the relief requested is fair and reasonable and in the best interests of the Debtor, its estate, and creditors, and essential for the continued operation of Debtor's business; and after due deliberation and good cause appearing therefore,

NOW THEREFORE, upon the Motion, and the pleadings in this Chapter 11 Case, and the record of the proceedings held before this Court with respect to the Motion, this Court finds as follows:

A. The Debtor has given notice of the Interim Hearing to the following parties: (i) Office of the United States Trustee for the Southern District of New York; (ii) counsel for 1-10 Bush Terminal Owner LP; (iii) Secured Creditors as listed on the Rule 1007 Declaration; (iv) top twenty (20) unsecured creditors; and (v) any other party whose interests are directly affected by the Motion (collectively, "**Notice Parties**") by electronic mail where possible and telephonically where possible, and that such notice represents sufficient and adequate notice of the Motion and the Interim Hearing pursuant to Bankruptcy Rules 4001(b) and 9014 and no further notice of, or hearing on the interim relief sought in the Motion is necessary or required.

B. Consideration of the Motion constitutes a "core proceeding" as defined in 28 U.S.C. §§ 157(b)(2)(A), (K), (M) and (O).

C. This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334.

D. No committee, examiner, or trustee, or Subchapter V Trustee, has yet been appointed in this Chapter 11 Case.

E. Good, adequate and sufficient cause has been demonstrated to justify the granting of the interim relief requested herein.

IT IS HEREBY ORDERED AS FOLLOWS:

F. Debtor is hereby authorized to use Cash Collateral up to $1,719,021.00. in accordance with and to the extent set forth in this Interim Order as shown in the Budget annexed to the Motion as **Exhibit A** on an interim basis through and until November 17, 2026, at 11:59 p.m. (EST) ("**Interim Expiration Date**"); *provided, however, that*, nothing in this Interim Order shall be deemed a waiver of the Debtor's right to seek additional use of Cash Collateral or Wells Fargo's rights to oppose such request.

G. Pursuant to sections 361, 362, and 363 of the Bankruptcy Code, as adequate protection for any post-petition diminution in the value of Wells Fargo's interests in Cash Collateral, including, without limitation, such diminution as may be caused by the Debtor's use of Cash Collateral, the Debtor (i) is hereby authorized and does hereby grant Wells Fargo a valid, binding, enforceable and automatically perfected lien, and/or security interest ("**Replacement Lien**") in all of Debtor's presently owned or hereafter acquired property and assets and (ii) shall make adequate protection payments to Wells Fargo in the amount of $6,430.00 per month (collectively, "**Adequate Protection**").

H. Notwithstanding the foregoing, the Replacement Lien shall be subject to liens and other interests in property of the Debtor's estate existing as of the Petition Date that are both (i) valid, enforceable and not subject to avoidance by any trustee under the Bankruptcy Code; and (ii) senior under applicable non-bankruptcy law to, or encumber assets not encumbered by, Wells Fargo's liens in Cash Collateral as of the Petition Date.

I. The automatic stay provisions of section 362 are hereby modified to permit the Debtor to (a) implement and perform the terms of this Interim Order, and (b) create, and Wells Fargo to perfect, the Replacement Lien. Wells Fargo shall not be required to file UCC financing

statements or any other instruments with any other filing authority to perfect the Replacement Lien granted by this Interim Order or to take any other action to perfect such Replacement Liens, which shall be deemed automatically perfected by the docketing of this Interim Order by the Clerk of the Court. If, however, Wells Fargo shall elect for any reason to file, record, or serve any such financing statements or other documents with respect to such liens, then the Debtor shall execute the necessary documents upon request, and the filing, recording, or service thereof (as the case may be) shall be deemed to have been made at the time of the commencement of this Chapter 11 Case, on the Petition Date.

J. Each of the following shall constitute an "Event of Default" for the purposes of this Interim Order:

- the Debtor's Chapter 11 Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code;
- a Chapter 11 trustee or examiner with expanded powers is appointed in the Debtor's Chapter 11 Case;
- the Debtor ceases operation of its present business or take any material action for the purpose of effecting the foregoing without the prior written consent of Wells Fargo, except to the extent contemplated by the Budget or otherwise approved by the Court;
- the Debtor expends any material amounts of funds or monies for any purpose other than those set forth in the Budget or as otherwise approved by the Court;
- the Debtor fails to comply with any of the terms of this Interim Order;
- the Debtor expends Cash Collateral in an amount in excess of ten percent (10%) in total disbursements above the line item amounts over the period of the Budget, without the advance written consent of Wells Fargo; or
- Except as may be authorized by this Court's Order or with prior written consent of Wells Fargo, the Debtor transfers Collateral or Cash Collateral to any non-debtor.

K. Any non-compliance with or default under any term of this Interim Order shall not be deemed an Event of Default, unless Wells Fargo delivers written notice of such non-

compliance or default to the Debtor's proposed counsel, Weinberg Zareh Malkin Price LLP, via email, at awoods@wzmplaw.com **and** the non-compliance or default is not thereafter cured by the Debtor within five (5) business days after counsel's receipt of such written notice. Upon occurrence of any Event of Default, Wells Fargo may move before this Court, on five (5) days' notice to Debtor, to terminate use of Cash Collateral.

L. From and after the date of this Interim Order and pending the Final Hearing and/or entry of any subsequent order, Cash Collateral shall not, directly or indirectly, be used to pay administrative expenses of the Debtor and its estate except for those operating expenses (including the statutory fees of the United States Trustee pursuant to 11 U.S.C. § 1930) set forth in the Interim Budget or with the written consent of Wells Fargo.

M. Notwithstanding any provision of this Interim Order to the contrary, claims or causes of action arising under sections 544, 547, 548, 549, 550 and 553 of the Bankruptcy Code and the proceeds thereof ("**Avoidance Actions**") shall not constitute collateral of Wells Fargo.

N. The terms and conditions of this Interim Order shall (i) be effective and immediately enforceable upon its entry by the Clerk of the Court notwithstanding any potential application of Bankruptcy Rules 6004(g), 7062, 9014 or otherwise; and (ii) not be stayed absent: (a) an application by a party in interest for such stay in conformance with Bankruptcy Rule 8005 and applicable Local Rules, and (b) a hearing upon notice to the Notice Parties.

O. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any orders which may be entered confirming any plan of reorganization or which may be entered converting this Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code or the appointment of a Chapter 11 trustee, subject to the provisions of the Bankruptcy Code.

P. The terms and provisions of this Interim Order, as well as the Replacement Liens and all other claims and liens granted by this Order, shall: (a) continue in this Chapter 11 Case or any superseding cases under the Bankruptcy Code; (b) be valid and binding upon, and inure to the benefit of, Wells Fargo, the Debtor, and their respective successors and assigns, and all parties in interest, including, without any limitation, any official committee appointed in this Chapter 11 Case, Chapter 11 trustee, Chapter 7 trustee, responsible officer, examiner, estate administrator, or representative, or similar person appointed for the Debtor under any chapter of the Bankruptcy Code; and (c) continue, notwithstanding any dismissal of the Debtor's Chapter 11 Case (and any such order of dismissal shall so provide), and such claims and liens shall maintain their priority as provided by this Interim Order until Secured Lender's obligations are satisfied in full.

Q. The provisions of this Interim Order and the Debtor's right to use Cash Collateral shall expire on November 17, 2026, unless extended by further order of this Court or by written consent of the parties "So Ordered" by the Court.

R. Each of the Debtor's existing depositor and disbursement banks, including Wells Fargo, (each a "Bank" and collectively "Banks") is authorized to debit the Debtor's accounts in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Debtor's accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to August 19, 2026 ("Petition Date"); (ii) all checks or other items deposited in one of Debtor's accounts with such Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtor was responsible for such items prior to the Petition Date; and (iii) all undisputed prepetition amounts outstanding as of the date hereof,

if any, owed to any Bank as service charges for the maintenance of the debtor's cash management system.

S. Any of the Debtor's Banks, including Wells Fargo, may rely on the representations of the Debtor with respect to whether any check or other payment order drawn or issued by the Debtor prior to the Petition Date should be honored pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtor as provided for herein.

T. Those certain existing deposit agreements ("Deposit Agreements") between the Debtors and its Banks, including Wells Fargo, shall continue to govern the post-petition cash management relationship between the Debtors and the Banks, and all of the provisions of such Deposit Agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect, and either the Debtors or the Banks may, without further Order of this Court, implement changes to the cash management systems and procedures in the ordinary course of business pursuant to terms of those certain existing Deposit Agreements, including, without limitation, the opening and closing of bank accounts, *provided however* that if anything contained in this decretal paragraph or in the Deposit Agreements is inconsistent with the Bankruptcy Code or the Bankruptcy Rules, the Bankruptcy Code and Bankruptcy Rules shall supersede and govern.

U. The Debtor is directed to serve a copy of this Interim Order on the Notice Parties by e-mail or regular mail, on or before August 25, 2026.

V. The Final Hearing on the Motion shall take place before this Court on November 4, 2026, at 9:30 a.m. (prevailing Eastern Time). Objections or responses, if any, to the proposed Final Order shall be in writing, filed on the Court's electronic Docket, and served upon the

Notice Parties so as to be received no later than 4:00 p.m. (prevailing Eastern Time) on October 28, 2026.

IT IS SO ORDERED.

Dated: August 21, 2026
New York, New York

/s// John P. Mastando III
HONORABLE JOHN P. MASTANDO III
UNITED STATES BANKRUPTCY COURT