UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION

IN RE:	)	
	)	CASE NO. 26-31515
PLEASE & THANK YOU, LLC	)	
	)	CHAPTER 11
	)	
	)	
	)	

INTERIM ORDER GRANTING DEBTOR'S FIRST DAY MOTION TO OBTAIN DIP FINANCING AND USE OF CASH COLLATERAL

*** *** ***

This matter is before the Court on the *Debtor's First-Day Motion for an Order Authorizing the Debtor to Obtain Postpetition Financing and To Use Cash Collateral* (the "Motion"). Having considered the Motion, the Vaughn Declaration[1], and being otherwise duly advised, the Court having determined that the relief requested in the Motion is necessary, essential, and appropriate for the continued operation of the Debtor's business and the management and preservation of its estate and to avoid immediate and irreparable harm to its estate as contemplated by Bankruptcy Rule 4001. It is in the best interests of the Debtor, its creditors, and all other parties-in-interest that the Debtor be allowed to obtain credit under the DIP Facility pursuant to the DIP Credit Documents and to use its cash collateral in form, substance, and spirit consistent with the Interim Budget. Accordingly, the Court now **GRANTS** the Motion on an interim basis, and ORDERS as follows:

1. The Debtor shall be and hereby is authorized, retroactive to the Petition Date, to use cash collateral for those purposes and in those amounts set forth in the Interim Budget submitted with the Motion, subject to reasonable variances, as and when such expenses become due and payable.

[1] Capitalized terms not otherwise defined herein shall have the same meaning as given to them in the Motion.

2. This Order is without prejudice to the rights of any entity that asserts a valid perfected lien against the Debtor's cash collateral.

3. Nothing in this order is intended to be a determination of the extent, validity, or priority of any party's lien, or of the value of collateral purporting to secure the indebtedness owed by the Debtor to any party.

4. Use of cash collateral is authorized until the date that is three business days after the next hearing scheduled regarding this matter.

5. The Debtor is authorized to enter into, execute and deliver documentation evidencing the DIP Facility including the Debtor-in-Possession Credit and Security Agreement and the Line of Credit Promissory Note with RRHHA LLC, the lender (the "DIP Lender"), and all other documents, agreements and instruments to be executed and/or delivered in connection therewith or related thereto or contemplated thereby, this Interim Order and any Final Order (collectively with the DIP Credit Agreements, as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, and any other document or instrument evidencing or securing the DIP Facility, the "DIP Credit Documents").

6. During the interim period, the Debtor is authorized to borrow up to an aggregate principal amount of $75,000.

7. Effective immediately upon the entry of this Interim Order, and subject to the terms of the DIP Credit Documents, as adequate protection and security for the DIP obligations, the DIP Lender is hereby granted a superpriority administrative expense claim, pursuant to 11 U.S.C. § 364(c)(1), superior to any and all administrative claims of any kind specified or ordered pursuant to any provision of the Bankruptcy Code, including, without limitation, 11 U.S.C. §§ 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), and 726 (the "DIP Superpriority Claim"). The following security interests and liens, all of which shall be immediately valid, binding, permanent, continuing, enforceable, and non-avoidable (collectively, the "DIP Liens"): all of Debtor's personal property, both now owned and hereafter acquired, including, but not limited to the following categories of collateral

(as defined in Article 9 of the Uniform Commercial Code as adopted in the Commonwealth of Kentucky): (a) "accounts," (b) "inventory," (c) "equipment," (d) "fixtures," (e) "general intangibles" including without limitation all intellectual property, trademarks, trade names, domain names, proprietary recipes, goodwill, franchise rights, and customer data, (f) "instruments," (g) "chattel paper," (h) "documents," (i) "deposit accounts," (j) "investment property," (k) "letter-of-credit rights," and (l) all "proceeds," "products," and "accessions" of or to any of the foregoing, as each such term is defined in KRS 355.9-102. The foregoing property shall serve as collateral (collectively, "DIP Collateral"). Notwithstanding anything to the contrary in this paragraph, the DIP Liens and DIP Superpriority Claims shall be subject to the Carve Out.

8. The DIP Lender shall be and hereby is authorized to take any action it deems necessary or appropriate to perfect the DIP Liens granted to the DIP Lender pursuant to the DIP Credit Documents and this Interim Order, including, without limitation, filing financing statements, all of which shall be deemed to have been filed on the date of entry of this Interim Order.

9. For the avoidance of doubt, the DIP Lender shall not be entitled to a priming lien on the Debtor's collateral.

10. Any liens granted pursuant to this Interim Order specifically excludes liens on Chapter 5 causes of action or the proceeds thereof.

11. This Interim Order is without prejudice to the rights of any official committee of unsecured creditors appointed by the United States Trustee to challenge the validity of any security interests and liens asserted against the Debtor. This Interim Order shall not affect the right of any such appointed committee to request a carveout for any professional retained by the committee.

12. Notwithstanding any omission in the Interim Budget, the quarterly United States Trustee fees that are assessed shall be timely paid as such fees become due.

13. Any applicable stay including, without limitation, under Bankruptcy Rule 6004(h), is hereby waived and shall not apply to this Interim Order.

14. This Interim Order shall remain in effect for three business days after any final hearing on this matter.

15. The Court shall retain jurisdiction for the purpose of interpreting and enforcing this order.

SO ORDERED.

Mary E. Naumann
United States Bankruptcy Judge
Dated: June 4, 2026

Tendered by:

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