UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
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In re:	Case No. 26-42734
Y.N.L.C. CAFÉ CORP d/b/a AVENUE CAFE	Chapter 11
Debtor.	

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ORDER (I) AUTHORIZING THE DEBTOR'S USE OF CASH COLLATERAL PURSUANT TO 11 U.S.C. §363(c)(2) AND BANKRUPTCY RULES 4001(b) AND 9014 ON AN EMERGENCY INTERIM BASIS, AND PROVIDING ADEQUATE PROTECTION THEREFOR PURSUANT TO 11 U.S.C. §§ 361 AND 362 AND (II) SCHEDULING A FINAL HEARING

Upon the motion filed on May 29, 2026 (the "Motion") of Y.N.L.C. Café Corp d/b/a Avenue Café (the "Debtor"), by its proposed attorneys BFSNG Law Group LLP, pursuant to Sections 105, 361, 362, 363, 503, 507 and 552 of Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001, and 9013 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 4001-5 of the Local Rules of Bankruptcy Practice for the United States District Court for the Eastern District of New York (the "Local Rules"), seeking the entry of this order (the "Interim Order") (i) authorizing the Debtor to use the cash collateral of the United States Small Business Administration ("SBA"), (ii) granting adequate protection in connection therewith, and (iii) scheduling a final hearing (the "Final Hearing") to consider entry of a final order ("Final Order") on the use of SBA's cash collateral; and an interim hearing having been held on the Cash Collateral Motion on June 8, 2026 (the "Interim Hearing"); and notice of the Motion and emergency hearing thereon having been given in accordance with Bankruptcy Rules 2002, 4001 and 9013, and no further notice being required under the circumstances; and it appearing to the Court that granting further interim relief is necessary to avoid immediate and irreparable harm to the Debtor, its creditors and its estate pending a further Interim Hearing or Final Hearing, and otherwise is fair and reasonable and in the best interests of the Debtor, its estate and its creditors, and equity holders, and is essential for the continued operation of the Debtor's business; and after due deliberation and consideration, and for good and sufficient cause appearing therefor, based on the Motion and the entire record before the Court,

IT IS HEREBY ORDERED that:

1. The Debtor is authorized on an interim basis to use the cash collateral of the SBA in accordance with the budget attached hereto as Exhibit "A"

2. The SBA shall receive a first position replacement lien on the Debtor's unencumbered assets, including post-petition assets.

3. The interim use of the cash collateral will expire on July 10, 2026.

4. The Debtor shall pay as and for adequate protection of the SBA $250.00 per month with the first payment due on June 15, 2026, unless this Order expires sooner or until further Order of the Court.

5. A final hearing on the use of cash collateral shall be held on July 10, 2026, at 10:30 a.m.

6. The SBA is hereby granted, solely to the extent of any diminution in value of its interests in the Debtor's property (including the Cash Collateral), valid, binding, enforceable and perfected continuing security interests in and liens on all assets and property of the Debtor of the same type and nature that existed as of the Filing Date with the same validity (or invalidity) and priority as existed as of the Filing Date, including the proceeds there of (the "Replacement Lien") and for the avoidance of doubt, the Replacement Lien does not include any causes of action arising under Chapter 5 of the Bankruptcy Code (the Avoidance Actions") or the proceeds thereof.

7. Notwithstanding anything to the contrary, nothing herein shall be construed as a waiver or release of any of SBA's rights, remedies, claims or defenses under the Bankruptcy Code, applicable law, and agreement, or otherwise. The Debtor and the SBA expressly reserve all rights,

including without limitation, the right to seek different or additional adequate protection, the right to object to the motion before entry of any Final Order, the right to seek discovery, and the right to present evidence at any final hearing on the motion and the Debtor's rights to challenge the validity of the lien or the underlying transactions.

8. Carveout. Subject to the terms and conditions contained in this Paragraph 8, the Prepetition Liens and Adequate Protection Liens are all subordinate to the following (collectively, the "Carveout"), notwithstanding any provision to the contract herein:

(a) any quarterly or other fees payable to the U.S. Trustee pursuant to, *inter alia*, 28 U.S.C. §1930(a) or interest, if any, pursuant to 31 U.S.C. §3717;

(b) professional fees of, and costs and expenses incurred during the Budget period by, professionals or professional firms retained by the Debtor (the "Case Professionals") and allowed by the court (whether such approval occurs prior to or after the occurrence of a Termination "Allowed Professional Fees") in an amount not to exceed the actual Allowed Professional Fees accrued and incurred by each Case Professional, but in no event exceeding $20,000.00 in total for the Chapter 11 case; and

(c) any costs and fees of a chapter 7 trustee, should one be appointed if this Chapter 11 case is converted in an amount not to exceed the amount of $10,000.00.

9. Immediate Effect. The terms and conditions of this Interim Order shall be: (i) immediately enforceable notwithstanding Rule 6004(h) of the Rules; and (ii) not be stayed absent (a) an application by a party in interest for such stay in conformance with Bankruptcy Rule 8007, and (b) a hearing upon notice to the Debtor and the SBA.

10. Service of this order shall be made by first class mail, to the Debtor's twenty largest unsecured creditors, all persons claiming an interest in the Debtor's cash collateral, including, but not limited to the SBA, Internal Revenue Service, the Office of the United States Trustee, and all persons having filed a Notice of Appearance.

Dated: Brooklyn, New York
June 10, 2026

Elizabeth S. Stong
United States Bankruptcy Judge