



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed July 14, 2026

United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE:	§	CHAPTER 11
	§	
1415 BENNETT LLC, ¹	§	
	§	CASE NO. 26-31991
DEBTOR.	§	

**SECOND INTERIM ORDER GRANTING EMERGENCY MOTION FOR
AUTHORITY TO USE CASH COLLATERAL ON AN INTERIM BASIS AND TO SET
FINAL HEARING**

Came on for consideration the *Emergency Motion for Authority to Use Cash Collateral on an Interim Basis and to Set Final Hearing* [Docket No. 33] (the "Motion") filed by 1415 Bennett LLC ("Debtor"). Through the Motion, Debtor seeks the entry of this agreed interim order (this "Order") immediately authorizing its use of property that may constitute "Cash Collateral" (as that term is defined in 11 U.S.C. § 363(a)), effective as of May 4, 2026 (the "Petition Date"), and proposes certain adequate protection to entities that may have an interest in such property. Stride

¹ 1415 Bennett LLC, 1415 Bennett Ave., Dallas, Texas 75206, EIN: XX-XXX9411.

Bank, NA ("Lender") does not consent to the use of any Cash Collateral, except on the terms and conditions, and for the purposes, each as specified herein. After considering the evidence presented or proffered at the hearing on the Motion, and the statements and representations of the parties made on the record at the hearing on the Motion, and after due deliberation and consideration, the Court finds that the Motion is in the best interests of the Debtor, the Debtor's estate, and the Debtor's creditors and that good and sufficient cause exists for granting the relief set forth herein. Therefore, the Motion is **GRANTED** on an interim basis, as provided below. The Court further finds that:

A. **Petition Date.** On the Petition Date, the Debtor filed a voluntary petition for relief Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), commencing the above-styled bankruptcy case (the "Bankruptcy Case"). The Debtor continues to operate its business and manage its property as a debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. To date, no trustee or examiner has been appointed in the Bankruptcy Case. The Debtor is a single asset real estate debtor as defined in 11 U.S.C. § 101(51B) and is subject to the requirements set forth in 11 U.S.C. § 362(d)(3);

B. **Jurisdiction and Venue.** This Court has jurisdiction over this Bankruptcy Case and the Motion pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. Consideration of the Motion constitutes a core proceeding as described by 28 U.S.C. § 157(b)(2).

C. **Interim Order.** On July 3, 2026, this Court held an interim hearing on the Motion. On July 3, 2026, this Court entered the *Order Granting Debtor's Emergency Motion for Authority to Use Cash Collateral on an Interim Basis and to Set Final Hearing* [Docket No. 42] (the "First Interim Order"). The Interim Order provided Lender replacement liens and authorized the Debtor's

interim use of Cash Collateral. The First Interim Order set the Motion for a further interim hearing on July 14, 2026.

D. **Committee Formation.** No examiner or statutory committee has been appointed in the Bankruptcy Case.

E. **Prepetition Loan Documents.** As of the Petition Date, Lender asserts that the Debtor was indebted to Lender under a prepetition credit facility (the "Prepetition Loan"). The Debtor's obligations under the Prepetition Loan (the "Prepetition Loan Obligations") are evidenced by the following loan documents (as may or have been amended, supplemented, or modified from time to time and together with all documents creating, governing, evidencing and/or securing the Prepetition Loan Obligations, collectively the "Prepetition Loan Documents"):

1. That certain Promissory Note executed by the Debtor, in favor of Lender, dated March 30, 2022, in the original principal amount of \$2,400,000.00;
2. That certain Term Loan Agreement by and between the Debtor, as Borrower, and Lender, as Lender, dated March 30, 2022;
3. That certain Guaranty Agreement executed by Thomas Varghese (the "First Guarantor"), Michael Bailey (the "Second Guarantor"), B Maximum Service LLC, a Wyoming limited liability company (the "Third Guarantor"), Shawn Ricehouse (the "Fourth Guarantor"), Venkat Arumilli (the "Fifth Guarantor"), Indhra Vempati (the "Sixth Guarantor"), GVS Investments, LLC, a Wyoming limited liability company (the "Seventh Guarantor"), John Sidoti (the "Eight Guarantor," collectively the "Guarantors") as Guarantors, for the benefit of Lender, dated March 30, 2022 (the "Guaranty");
4. That certain Security Agreement, Pledge, and Assignment executed by the Debtor, in favor of Lender, dated March 30, 2022 (the "Security Agreement");
5. That certain Deed of Trust, Assignment of Leases and Rents, and Security Agreement executed by the Debtor, in favor of Scott Magdziak, as Trustee, for the benefit of Lender, dated March 30, 2022 recorded in the real property records for Dallas County, Texas on April 6, 2022 under Document Number 202200095778 (the "Deed of Trust") and the Mortgaged Property (as defined by the Deed of Trustee) described therein;
6. That certain UCC-1 Financing Statement against the Debtor filed under No. 22-0023448287 with the Texas Secretary of State on May 9, 2022 (the "UCC");

7. That certain Environmental Indemnification Agreement executed by the Debtor and the Guarantors for the benefit of Lender, dated March 30, 2022;
8. That certain Assignment of Leases, Rents, and Profits executed by the Debtor, as Assignor, to and for the benefit of Lender, as Assignee, dated March 30, 2022 recorded in the real property records for Dallas County, Texas on April 6, 2022 under Document Number 202200095779 (the “Assignment,” together with the Security Agreement and the Deed of Trust, the “Security Documents”);
9. That certain Change in Terms Agreement by and between the Debtor and Lender;
10. That certain Notice of Default and Acceleration sent by Winstead PC on behalf of Lender to the Debtor and the Guarantors, dated September 11, 2025 (the “Notice of Default”);
11. That certain Notice of Foreclosure Sale sent by Winstead PC on behalf of Lender to the Debtor and the Guarantors, dated April 14, 2026 (the “Notice of Foreclosure”).

F. **Prepetition Loan Liens**. The Prepetition Loan is secured by various instruments, assignments, and certificates, including the UCC and Security Documents which were (a) filed of record in appropriate jurisdictions; and (b) granted Lender first-priority senior liens and security interests (the “Prepetition Loan Liens”) upon and in, substantially all of the Debtor’s assets, among other things, and, as further described by or defined by the Prepetition Loan Documents (collectively, as follows, the “Prepetition Loan Collateral”) all: existing and future Leases (as defined by the Assignment and/or the Deed of Trust), Rents (as defined by the Deed of Trust), the Mortgaged Property (as defined by the Deed of Trust), rents, issues, profits, revenues, income, accounts, accounts receivable and contract rights then owning or thereafter accruing from the Mortgaged Property (as further describe by the Deed of Trust), Collateral (as defined by the Security Documents), all Accounts (as described by the Security Documents), Receivables (as defined by the Security Documents), Chattel Paper (as defined by the Security Documents), Deposit Accounts with Secured Party (including the Pledged Account) (as defined by the Security Documents), Documents (as defined by the Security Documents), Electronic Chattel Paper (as defined by the Security Documents), General Intangibles (as defined by the Security Documents),

Goods (as defined by the Security Documents), Fixtures (as defined by the Security Documents), Incidental Rights (as defined by the Security Documents), Instruments, intellectual property (as described by the Security Documents), Investment Property (as defined by the Security Documents), Letter-of-Credit Rights (as defined by the Security Documents), Payment Intangibles (as defined by the Security Documents), all Proceeds of the foregoing (as described by the Security Documents), and all of the Debtor's books and records with respect to any of the foregoing (including all Incidental Rights (as defined by the Security Documents)) wherever located, in which Debtor now has or hereafter acquires a right or interest in, which constitute cash collateral pursuant to Section 363(a) of the Bankruptcy Code.

G. **Debtor's Stipulations.** Subject to entry of a final order granting the Motion (the "Final Order") and the Challenge Deadline (as hereinafter defined) , after reviewing its books and records and consulting with its attorneys, the Debtor (on behalf of, and for itself and its estate) admits, stipulates, acknowledges, and agrees to the following (collectively, the "Debtor's Stipulations"):

- a. as of the Petition Date, (a) the Prepetition Loan Obligations are legal, valid, binding, fully perfected, and non-avoidable obligations in the estimated aggregate liquidated amount of not less than **\$2,535,918.41** plus all interest, fees, attorneys' fees, other expenses, and all other amounts due and owing under the Prepetition Loan Documents (b) the Prepetition Loan Obligations and the Prepetition Loan Liens constitute legal, valid, binding, fully perfected, and non-avoidable senior first-priority obligations of the Debtor, enforceable in accordance with the terms and conditions of the Prepetition Loan Documents, (c) no portion of the Prepetition Loan Obligations or the Prepetition Loan Liens are subject to any offset, challenge, defense, claim, or counterclaim of any kind or any nature, nor is any portion of the Prepetition Loan Obligations or Prepetition Loan Liens subject to avoidance, recharacterization, disallowance, or subordination pursuant to the Bankruptcy Code or other applicable law, and (d) the Prepetition Loan Obligations are due and owing.

H. **Cause Shown.** Good cause has been shown for the entry of this Order. The Debtor requires the use of Cash Collateral to operate its business. Without the use of Cash Collateral, the
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Debtor will not be able to meet its cash requirement for working capital needs. Lender does not consent to the use of any Cash Collateral, except on the terms and conditions, and for the purposes, each as specified herein. The adequate protection provided herein and other benefits and privileges contained herein are consistent with and authorized by the Bankruptcy Code and are expected to provide adequate protection for Lender's interests in the Prepetition Loan Collateral under this Order. The terms and conditions set forth in this Order are fair, just and reasonable under the circumstances and reflect the Debtor's exercise of its prudent business judgment consistent with its fiduciary duties.

I. **Notice.** The Court finds that the notice to the U.S. Trustee, Lender, and the Debtor's creditors was sufficient under the circumstances. Entry of this Order is justified and appropriate under the circumstances and is in the best interest of the estate.

IT IS THEREFORE ORDERED AND ADJUDGED as follows:

A. **Motion Granted.** The Motion is hereby granted on an interim basis on the terms set forth in this Order. Any objections to the entry of this Order that have not been previously resolved or withdrawn, including any reservations of rights therein, are hereby overruled on their merits.

B. **Use of Cash Collateral.** Unless ordered otherwise by the Court, the Debtor is hereby authorized to use Cash Collateral as set forth in the Budget (defined herein) attached hereto as Exhibit A, to the extent set forth herein. The Debtor shall solely make expenditures only for the purposes and up to the amounts set forth in the Budget, plus any payment transaction and/or processing fees in an amount that does not exceed \$50 in the aggregate per calendar week, unless Lender consents in writing or the Court approves such additional expense(s) after notice and a hearing. Any legal and professional fees set forth in the attached Budget remain subject to interim

and final allowance by this Court and remain subject to all applicable provisions of the Bankruptcy Code and the Bankruptcy Local Rules, including, but not limited to, Sections 327 and 330 of the Bankruptcy Code.

C. **Partial Adequate Protection.** As partial adequate protection, Lender is hereby granted: (a) automatic perfected first-priority replacement liens (the "Replacement Liens") on all property now owned or hereafter acquired by the Debtor, including, but not limited to. Cash Collateral (the "Collateral") and (b) superpriority administrative claims with priority over all other costs and expenses of administration of any kind, including, without limitation, those specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(b), 546(c), 726, 1114 or any other provision of the Bankruptcy Code or otherwise and at all times be senior to the rights of the Debtor and/or any successor trustee or other estate representative in this Bankruptcy Case (the "Superpriority Claims") pursuant to Sections 361(2), 363(c)(2), 503(b)(1), 507(a)(2), and 507(b) of the Bankruptcy Code. The Replacement Liens granted herein shall not attach to any Chapter 5 causes of action under the Bankruptcy Code. The Replacement Liens and the Superpriority Claims are granted solely to the extent that the Debtor's use of Cash Collateral results in a diminution in value of the Prepetition Loan Collateral and shall constitute legal, valid, binding, fully perfected, and non-avoidable obligations of the Debtor, enforceable against the Debtor's estate and its respective successors and assigns, including, without limitation, any successor trustee or other estate representative in the Bankruptcy Case or any subsequent or superseding proceedings under Chapter 7 or Chapter 11 of the Bankruptcy Code (a "Subsequent Proceeding"), in accordance with the terms of this Order notwithstanding the occurrence of a Termination Event (as hereinafter defined) or the Maturity Date (as hereinafter defined). No obligation, payment, transfer, or grant of a security interest under this Order shall be avoidable or

recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under Section 502(d) of the Bankruptcy Code) or subject to any avoidance, reduction, setoff, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, or any other challenges under the Bankruptcy Code or any applicable law or regulation by any person or entity.

D. **Challenge Periods.** Notwithstanding any other provisions of this Order, as partial adequate protection, all parties-in-interest to this Bankruptcy Case, including (a) the Debtor, any trustee, examiner, or other estate representative appointed in this Chapter 11 Bankruptcy Case, and (b) any trustee, examiner, or other estate representative appointed in a Subsequent Proceeding, shall have until **July 31, 2026** or as otherwise agreed to in writing by Lender (the “Challenge Deadline”) to commence an adversary proceeding, as appropriate, against Lender to:

- a. challenge the Debtor's Stipulations and all waivers or releases contained herein;
- b. challenge the validity, extent, priority, perfection, enforceability, and non-avoidability of the Prepetition Loan Obligations, the Prepetition Loan Documents, and/or Prepetition Loan Liens;
- c. seek to avoid or challenge (whether pursuant to Chapter 5 of the Bankruptcy Code or otherwise) any transfer made by or on behalf of the Debtor to or for the benefit of Lender prior to the Petition Date; or
- d. seek damages or equitable relief against Lender arising from or related to its prepetition business and lending relationships with the Debtor (collectively, a “Challenge”).

E. **No Challenge After Expiration of Challenge Period.** All parties-in-interest, including (a) the Debtor, (b) any trustee, examiner, or other estate representative appointed in this Chapter 11 Bankruptcy Case, and (c) any trustee, examiner, or other estate representative appointed in a Subsequent Proceeding, that fail to act in accordance with the time periods set forth in the immediately preceding paragraph shall be, and hereby are, barred forever from commencing

a Challenge or challenging in any manner the Prepetition Loan Obligations, the Prepetition Loan Documents, and the Prepetition Loan Liens and shall be bound by the waivers, Debtor's Stipulations, and all other terms set forth in this Order.

F. For the avoidance of doubt, no Collateral or Cash Collateral, or the proceeds thereof, shall be used by any party for the purpose of: (a) objecting to or contesting in any manner, or in raising any defenses to, the validity, extent, perfection, priority, or enforceability of any claim held or asserted by Lender against the Debtor, or any liens or security interests with respect thereto; (b) preventing, hindering, or delaying Lender's enforcement of remedies and collection rights against and upon any of Lender's Collateral or the Prepetition Loan Collateral; or (c) modifying Lender's rights under the applicable Prepetition Loan Documents with the Debtor.

G. **Audits and Inspections.** The Debtor shall allow Lender, its agent, or any party authorized under the Prepetition Loan Documents to conduct and finalize an audit of the Prepetition Loan Collateral and Collateral (the "Audit") and conduct a physical inspection of each of the Debtor's facilities and the Mortgaged Property (the "Inspections"), and the Debtor shall cooperate with such Audit and Inspections.

H. **Insurance.** As additional partial adequate protection for use of the Prepetition Loan Collateral and the Collateral, the Debtor shall maintain adequate insurance coverage on the Prepetition Loan Collateral and the Collateral, including, but not limited to, as may be required under the Prepetition Loan Documents, or any loan document, note, agreement, letter agreement, security agreement, guarantee, or other documents executed by the Debtor in favor of Lender. The Debtor shall maintain or name Lender as mortgagee, lender loss payee, and/or additional insured under the insurance policies. The Debtor shall promptly deliver to Lender proof that the

Prepetition Loan Collateral and the Collateral are adequately insured against risk of loss and that Lender is named as mortgagee, lender, loss payee, and/or additional insured.

I. **Taxes.** The Debtor shall remain current in all post-petition tax payment and reporting obligations.

J. **No Lien Upon Avoidance Actions.** The Replacement Liens do not extend to the Debtor's transfer or lien avoidance rights and claims under Sections 544, 545, 547 or 548 of the Bankruptcy Code or funds received from the same.

K. **Perfection of Liens.** The Replacement Liens are, and shall be, valid, perfected, enforceable and effective as of the Petition Date without the need for any further action by the Debtor, Lender, or the necessity of execution or filing of any instruments or agreements.

L. **Termination of Use of Cash Collateral.** The Debtor's right to use Cash Collateral shall expire, and the Debtor shall immediately cease using the Cash Collateral upon the occurrence of a Termination Event (as defined below) that is not otherwise waived in writing by Lender.

M. **Termination Events.** The Debtor shall immediately cease using Cash Collateral upon the occurrence of any of these events (each a "Termination Event"), unless waived in writing by Lender:

- a. there is an Event of Default (as defined by the Prepetition Loan Documents) under the Prepetition Loan Documents; provided, however, that non-payment under the Prepetition Loan Documents, any default related to the insolvency or financial condition of the Debtor, or the commencement of a case under the Bankruptcy Code shall not constitute a Termination Event;
- b. the Debtor violates any term of this Order; or
- c. the entry of an order:
 - i) reversing, vacating, or otherwise amending, supplementing, or modifying this Order;
 - ii) terminating or modifying the automatic stay for any creditor other than Lender asserting a lien in the Collateral; or

- iii) commencing or supporting any Challenge to the Prepetition Loan Liens, the Replacement Liens, or the Superpriority Claims granted to Lender hereunder.
- iv) invalidating, subordinating, or otherwise sustaining any challenge to the Prepetition Loan Liens, the Replacement Liens, or the Superpriority Claims granted to Lender hereunder.

After Lender becomes aware of an unwaived Termination Event, Lender shall file a notice of such Termination Event with the Court.

N. **Term.** Unless extended by written agreement of the Debtor and Lender, the term of this Order and the authorization of the use of Cash Collateral shall cease on the earliest to occur of the following (the "Maturity Date"): (a) August 7, 2026, unless extended by Lender in writing (the "Termination Date"); (b) the occurrence of a Termination Event under this Order; (c) the sale of all or substantially all assets of the Debtor; and (d) confirmation of a Chapter 11 plan in this Bankruptcy Case.

O. **Reservation of Rights.** Neither the Debtor nor Lender shall be limited or prohibited by this Order or otherwise in seeking additional adequate protection for the use of Cash Collateral as provided herein. Further, except as expressly stated herein, nothing in this Order is intended to or shall modify any terms or rights of the Prepetition Loan Documents. Furthermore, subject to the Challenge Deadline, Lender shall have the right, but not the obligation, to credit bid in any sale of the Debtor's assets, up to the full amount of Lender's secured claim. The Debtor and any other party-in-interest shall not object to Lender's right to credit bid. Additionally, nothing in this Order shall prevent Lender from filing a subsequent pleading in this Bankruptcy Case requesting (a) to discontinue the Debtor's use of Cash Collateral for any reason not discussed or contemplated in this Order; and/or (b) relief from the automatic stay.

P. **Notice.** Within two (2) business days after entry of this Order, Debtor's counsel shall serve a copy of this Order on the following parties: (a) the Debtor; (b) Lender; (c) the Office

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of the United States Trustee; (d) all creditors known to the Debtor; (e) all creditors that may assert liens against the Debtor's assets; and (f) all parties-in-interest who have filed a notice of appearance.

Q. **Lender's Cash Collateral.** Subject to entry of the Final Order and the Challenge Deadline, Lender's Cash Collateral comprises all Accounts, all Rents, and all income, proceeds, products, rents, or profits of the Prepetition Loan Collateral and/or the Collateral that are now in the possession, custody, or control of the Debtor, or in which the Debtor will obtain an interest during the pendency of the case. The Debtor has no interest, directly or indirectly, in any cash that is not Cash Collateral.

R. **Section 552(b) of the Bankruptcy Code.** Subject to entry of the Final Order and the Challenge Deadline, Lender shall be entitled to all of the rights and benefits of Section 552(b) of the Bankruptcy Code.

S. **No Payments on Prepetition Debts.** The Debtor is prohibited from paying any indebtedness or transferring property to vendors, contractors, customers, or other persons whose debt may have been incurred prior to the Petition Date, except upon separate order of the Court.

T. **Additional Reporting Requirements.** Further, unless otherwise specified below, monthly (unless otherwise provided below) commencing on July 31st on or before the close of business, and on the fifteenth (15th) day of each month thereafter on or before the close of business, the Debtor shall provide Lender, by email, with the following items:

- a. a printout of the bank activity from each of the Debtor's bank account(s) (the "DIP Account(s)"), including copies of all checks, wires, and deposit documents commencing on the Petition Date;
- b. a copy of the bank statements (including copies of all bank statements since the Petition Date) from each of the Debtor's bank account(s) from the Petition Date through , and all monthly bank statements thereafter if any;

- c. sufficient information to identify the payee of each disbursement made by the Debtor from each of the DIP Account(s) since the Petition Date and updated bi-weekly in the form of a vendor list of all payees, as well as the purpose for each disbursement (the "Vendor Transactions Report");
- d. a copy of each of the Debtor's monthly rent rolls and rent aging reports since July 2, 2026, and updated monthly;
- e. sufficient information to identify the amount and payee of each payroll disbursement from the DIP Account(s) since the Petition Date and updated monthly;
- f. monthly accounts receivable and accounts payable lists and aging reports (including the names of account debtors and aging of accounts and general intangibles) since July 2, 2026;
- g. a listing of all Inventory (as defined by the Security Agreement), in such form and detail as Lender shall reasonably require;
- h. a copy of the Debtor's post-petition monthly balance sheet and income statement commencing with the month of May and all months thereafter;
- i. to the extent not already provided to Lender, a budget for the following four-week period detailing all of the Debtor's expected revenue, expenses, and disbursements (the "Budget"); and
- j. monthly reconciliation of the Budget to actual revenue, expenses, and disbursements. The Debtor shall not incur expenses nor use Cash Collateral in an amount that exceeds by more than 10% of the total expenses provided for the respective month in the Budget (the "Permitted Variance") without first obtaining Lender's written consent or Court approval.

U. **Compliance With Budget.** The Debtor's aggregate expenditures under the Budget, will be tested bi-weekly on a cumulative basis (i.e., the sum of all actual amounts expended for the current two weeks and all previous weeks in the Budget, cannot exceed 110% of the sum of all budgeted disbursements for such cumulative period) and on a 4-week line-item basis (i.e., the sum of all actual amounts expended for the proceeding 4-week period, cannot exceed 110% of the sum of all budgeted disbursements for such period). On or prior to 11:59 p.m. prevailing Central time on each Tuesday before the Maturity Date, the Debtor shall prepare and deliver to Lender, and its counsel, a written reconciliation (by line item and on a cumulative basis) of the actual collections

and disbursements for the immediately preceding week with the budgeted collections and disbursements set forth in the Budget. The Budget may be amended or extended from time to time by written agreement between the Lender, and the Debtor, without further order of the Court and such amended budget shall become the Budget under this Order. The Debtor shall file with this Court notice of any such agreed amended Budget.

V. **Cash Management.** The Debtor shall be prohibited from withdrawing or using funds from except as provided for in the Budget, this Order, or pursuant to further order of the Court.

W. **Parties to Reporting.** All information that the Debtor is obligated to send to Lender under this Order shall be sent by email to Lender's counsel, Annmarie Chiarello, at achiarello@winstead.com.

X. **Access to Information and Collateral.** The Debtor shall reasonably cooperate in providing Lender, and any professionals retained by Lender, with access to: (a) the Prepetition Loan Collateral and/or the Collateral; (b) any and all books, records, documents, and information relevant to (i) the Debtor's financial condition, (ii) the Debtor's business operations, including employees and advisors, (iii) the Prepetition Loan Collateral, and (iv) the Collateral and the Mortgaged Property; and (c) any other information or reports regarding the Debtor that Lender may from time to time request.

Y. **No Waiver.** The failure of Lender to seek relief or otherwise exercise its rights and remedies under this Order, the Prepetition Loan Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of Lender.

Z. **No Lender Control.** No act committed or action taken by Lender under this Order or otherwise shall be used, construed, or deemed to hold Lender to be in control of the Debtor, or

the governance, management or operations of the Debtor for any purpose, without limitation, or to be acting as a "responsible person" or "owner and operator" or a person in "control" with respect to the governance, management or operation of the Debtor or its business (as such terms, or any similar terms, are used in the Internal Revenue Code, Comprehensive Environmental Response, Compensation and Liability Act, Bankruptcy Code, each as may be amended from time to time, or any other federal or state statute, at law, in equity, or otherwise) by virtue of the interests, rights, and remedies granted to or conferred upon Lender under this Order, including, without limitation, such rights and remedies as may be exercisable by Lender in connection with this Order.

AA. **Findings and Conclusions.** To the extent any findings of fact may constitute conclusions of law, and *vice versa*, they are hereby deemed as such.

BB. **Immediate Effect.** This Order shall take effect immediately on execution hereof, notwithstanding the possible application of Bankruptcy Rules 4001(a)(3), 6004(h), 7062, or 9014.

CC. **This Order Controls.** To the extent any provision of this Order conflicts or is inconsistent with any provision of the Motion, or the First Interim Order, the provisions of this Order shall control.

DD. **Retention of Jurisdiction.** The Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order. Final Hearing.

EE. **Taxing Authority.** Notwithstanding any other provisions in this Second Interim Order, any statutory liens on account of ad valorem property taxes (the "Tax Liens") held by Dallas County, the City of Dallas, Dallas Independent School District, Dallas College, and Parkland Hospital District (collectively, "Dallas County") shall retain their pre- and post-petition lien priority as provided by applicable nonbankruptcy law and will not be primed by nor made subordinate to any liens or administrative claims granted to any party herein, to the extent the Tax

Liens are valid, senior to the Prepetition Loan Liens, perfected, and unavoidable, and all parties' rights to object to the priority, validity, amount, and extent of the claims and liens asserted by Dallas County are fully preserved.

FF. **Final Hearing.** A final hearing on the Motion shall be held on August 4th, 2026, beginning at 10 a.m. (CST), by Webex, in the Courtroom of the Honorable Scott W. Everett United States Bankruptcy Judge for the Northern District of Texas, at 14th Floor, Room #3, United States Courthouse, 1100 Commerce Street, Dallas, Texas 75242. Any objections to the Debtor's use of Cash Collateral shall be filed with the Court on or before July 30th, 2026. The Debtor shall file a proposed form of final order and final budget on or before July 28th, 2026. Please see attached document for the WebEx link, dial in, access code, and instructions.

END OF ORDER

APPROVED AS TO FORM AND CONTENT AND ENTRY REQUESTED:

By: /s/ Matthew Messerli

Matthew Messerli

THE MESSERLI LAW FIRM, PLLC

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Trophy Club, Texas 76262

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ATTORNEY FOR DEBTOR, 1415 BENNETT LLC

By: /s/ Annmarie Chiarello

Annmarie Chiarello – SBT # 24097496

Joshua M. Sandler – SBT # 24053680

Andrew Patterson – SBT # 24131573

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WINSTEAD PC

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Dallas, Texas 75201
(214) 745-5400 (Phone)
(214) 745-5390 (Facsimile)

ATTORNEYS FOR STRIDE BANK, N.A.

Exhibit "A"

Budget

1415 BENNETT LLC INTERIM EXPENSE BUDGET

<u>SERVICE PROVIDERS</u>	<u>JULY 15-AUG. 7</u>
ABC HOME AND COMMERCIAL SERVICES (Pest Control)	\$172.12
Cirro Energy (Electric)	\$2205.29
City of Dallas (Water)	\$381.00
Insurance	\$1,506.87
Resman LLC (property mgmt. soft)	\$65.56
Property Maintenance	\$2,500.00
Vivint Smart Home, Inc.	\$88.60
UST Quarterly Fees	\$250.00
<u>Total</u>	\$7,169.44

**EXHIBIT
A**

WebEx Hearing Instructions

Judge Scott W. Everett

Pursuant to General Order 2023-05 issued by the Court on September 19, 2023, hearings before Judge Scott W. Everett will be conducted pursuant to the guidelines set forth in the General Order unless ordered otherwise.

For WebEx Video Participation/Attendance:

Link: <https://us-courts.webex.com/meet/everett>

For WebEx Telephonic Only Participation/Attendance:

Dial-In: 1-650-479-3207; Access code: 2304 017 9738

Participation/Attendance Requirements:

- Counsel and other parties-in-interest who plan to actively participate in the hearing are encouraged to attend the hearing in the WebEx video mode using the WebEx video link above. Counsel and other parties-in-interest who will not be seeking to introduce any evidence at the hearing and who wish to attend the hearing in a telephonic-only mode may attend the hearing in the WebEx telephonic-only mode using the WebEx dial-in and access code above.
- Attendees should join the WebEx hearing at least 10 minutes prior to the hearing start time. Please be advised that a hearing may already be in progress. During hearings participants are required to keep their lines on mute when they are not addressing the Court or otherwise actively participating in the hearing. The Court reserves the right to disconnect or place on permanent mute any attendee that causes any disruption to the proceedings. For general information and tips with respect to WebEx participation and attendance, please see Clerk's Notice 20-04: https://www.txnb.uscourts.gov/sites/txnb/files/hearings/Webex%20Information%20and%20Tips_0.pdf
- **Witnesses are required to attend the hearing in the WebEx video mode, and live testimony will only be accepted from witnesses who have the WebEx video function activated.** Telephonic testimony without accompanying video will not be accepted by the Court. The Court may consider special requests for other appearance options on a case-by-case basis.
- All WebEx hearing attendees are required to comply with Judge Everett's Telephonic and Videoconference Hearing Policy (included within Judge Everett's Judge-Specific Guidelines): <https://www.txnb.uscourts.gov/judges-info/hearing-dates/judge-everetts-hearing-dates> .

Exhibit Requirements:

- Any party intending to introduce documentary evidence at the hearing must file an exhibit list in the case with a true and correct copy of each designated exhibit filed as a separate, individual attachment thereto so that the Court and all participants have ready access to all designated exhibits.
- In addition, for evidentiary hearings, when more than ten exhibits have been filed in ECF or when the total page count of all exhibits exceeds 500 pages, Judge Everett requests a thumb/USB drive be delivered to him prior to the hearing at: U.S. Bankruptcy Court, ATTN: JOHNNY KALTHOFF, 1100 Commerce Street, Room 1254, Dallas, TX 75242.
- Paper copies of exhibits are not encouraged; however, paper copies may be provided to the witness(s) at an in-person hearing if preferred.

Notice of Hearing Content and Filing Requirements:

IMPORTANT: For all hearings that will be conducted by WebEx only:

- The Notice of Hearing filed in the case and served on parties in interest must: (1) provide notice that the hearing will be conducted by WebEx videoconference only, (2) provide notice of the above WebEx video participation/attendance link, and (3) attach a copy of these WebEx Hearing Instructions or provide notice that they may be obtained from Judge Everett's hearing/calendar site: <https://www.txnb.uscourts.gov/judges-info/hearing-dates/judge-everetts-hearing-dates> .

- When electronically filing the Notice of Hearing via CM/ECF select “at [### **CONNECTION INSTRUCTIONS FOR PARTICIPATING IN A WEBEX VIRTUAL HEARING**](https://us-courts.webex.com/meet/everett” as the location of the hearing</u> (note: this option appears immediately after the first set of Wichita Falls locations). Do <u>not</u> select Judge Everett’s Dallascourtroom as the location for the hearing.

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The Court will allow participation in a virtual hearing using either of the following two methods. Please connect at least 10 minutes prior to the hearing time. It is recommended that attorneys discuss the logistics of the WebEx appearance with their clients/witnesses at least 48 hours before the hearing.

Option 1: Using the WebEx app on your smartphone, tablet, laptop, or desktop.

Please connect using only one device. Using two or more devices may cause audio feedback issues.

If using a phone or tablet for video, it should be set in a stationary position. Holding a phone or tablet in your hand while speaking does not yield a good video for the court.

NOTE: If you are experiencing audio issues when using the WebEx application, you may use the “Call Me At” selection under “Audio Connection” to move just the audio portion of the WebEx conference to your telephone.

Option 2: Call in via phone (audio only).

Webex dial-in number: 1-650-479-3207 (access code: 2304 017 9738).

HELPFUL HINTS AND ETIQUETTE

- Please use the mute function when you are not speaking. Please be aware that sometimes the court mutes everyone when there is background noise. When you want to speak, make sure you are not on mute. Call-in users should dial *6 to unmute your line.
- Remember to state your name for the record each time before speaking and speak slowly and clearly so the Court can get a good record.
- Use headphones whenever possible, especially if using a desktop PC with external speakers. We have found that newer iPhones provide the best visual and audio feed – better than most desktop computers. If you are on a personal computer, headphones or earbuds are required for those who need to speak during the hearing.
- During examination, attorneys and witnesses should use a separate camera and microphone when possible. To avoid feedback, parties using separate devices must not be in the same room. The Court may consider special requests on a case-by-case basis.
- WebEx participants may use the "share" button to easily share their screen or document with the Court or other WebEx participants. Press “stop sharing” to remove the presentation from the meeting.
- When making an appearance from a vehicle, please park in a safe location with windows rolled up (to minimize background distraction and noise) and use a headset that is ear-to-phone (not the vehicle’s hands-free speaker-phone option).
- Suggestions for participating in a WebEx hearing from home: If you are having connectivity problems, turn off devices that may be using bandwidth on your home network. Devices or applications such as Facetime, Roku, streaming media players, video games, or large downloads can negatively impact the audio and video quality of the WebEx meeting.
- Participants are reminded that they should wear attire suitable for court.
- Participants who wish to test their WebEx connection or the share screen functionality in advance of the hearing may arrange a “practice run” by contacting the courtroom deputy.

Exhibits should be filed ahead of time by the date that they would normally be exchanged pursuant to our local rules using the "list (witness/exhibit/generic)" OR "notice (generic)" OR "Support/Supplemental document" event in ECF.

Demonstrative aids and Power Points should also be filed prior to the hearing, if possible. If not, WebEx has the ability to allow you to share your screen, or a particular document, with everyone in the hearing. If these documents are admitted as exhibits, they would then have to be filed after the hearing.

- During the hearing, lawyers can refer to (and offer) their exhibits by referencing the exhibit's docket number for the court and all to access. After the hearing, the court will create a Minute Entry reflecting which exhibits were admitted. You should consider emailing exhibits to witnesses ahead of time since they may not have access to PACER.
- In addition for evidentiary hearings, when more than ten exhibits have been filed in ECF or when the total page count of all exhibits exceeds 500 pages, Judge Everett requests a thumb/USB drive be delivered to him prior to the hearing at: U.S. Bankruptcy Court, ATTN: NATE WALSH, 1100 Commerce Street, Room 1254, Dallas, TX 75242.
- Paper copies of exhibits are not encouraged; however, paper copies may be provided to the witness(s) at an in-person hearing if preferred.