

Dated: March 25th, 2026




Whitman L. Holt
Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re

ASSET ROOFING COMPANY LLC,

Debtor.

Chapter 11

Case No. 26-00489-WLH11

ORDER (i) AUTHORIZING USE
OF CASH COLLATERAL, (ii)
GRANTING ADEQUATE
PROTECTION, AND (iii) SETTING
A FINAL HEARING

For the reasons recited on the record at a hearing held on March 25, 2026 that ~~THIS~~
~~MATTER~~ came before the court upon the *Emergency Motion for an Order (I)*
Authorizing Use Of Cash Collateral, (II) Granting Adequate Protection, and (III) Setting
a Final Hearing (the “Motion”), filed by Asset Roofing Company LLC (the “Debtor”),
debtor and debtor in possession in the above-captioned chapter 11 bankruptcy case (the
“Chapter 11 Case”), pursuant to sections 105, 361, 362, 363 and 364 of title 11 of the
United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rules 2002, 4001
and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and
Rule 4001-2 of the Local Rules of Bankruptcy Procedure for the Eastern District of
Washington (the “Local Bankruptcy Rules”). Capitalized terms in this Interim Order

1 have the same meaning identified in the Motion unless otherwise indicated. The court
2 has reviewed the files and records in this case, including the *Declaration of Anthony*
3 *Langdon in Support of First Day Motions* (the “Langdon Declaration”), and finds that
4 cause exists for the requested relief. Now, therefore, it is

5 **ORDERED as follows:**

6 1. Motion Granted. The Motion [ECF No. 8] is granted on the terms and
7 conditions of this Interim Order.

8 2. Use of Cash Collateral. Subject to the terms and conditions of this Interim
9 Order, the Debtor is authorized to use Cash Collateral pursuant to the Interim Budget
10 pending the Final Hearing (defined below). Any amounts paid by the Debtor pursuant
11 to this Interim Order and in accordance with the Interim Budget, attached hereto as
12 Exhibit A, will be paid free and clear of any lien of Secured Lender. The Debtor will
13 otherwise not use Cash Collateral for any purpose that is not authorized by the
14 Bankruptcy Code, the Budget, and this Interim Order or subsequent order of the court.

15 3. Replacement Liens. Pursuant to §§ 361, 362 and 363 of the Bankruptcy
16 Code, as and for adequate protection for the Debtor’s use of Cash Collateral, the Secured
17 Lender is granted a security interest and lien in the same priority as the prepetition lien
18 such lender had in all Postpetition Collateral, and all rents, profits and other proceeds of
19 the Postpetition Collateral (collectively, the “Replacement Liens”), in and to the same
20 priority, validity and extent that such lender held a properly perfected prepetition security
21 interest in such assets, which are or have been acquired, generated or received by the
22 Debtor subsequent to the Petition Date, as well as in all presently owned and hereafter
23 acquired property which is not subject to a prior perfected and enforceable pre-petition

1 lien or security interest, but excluding any claims or recoveries by or on behalf of the
2 Debtor, its estate or any trustee appointed herein arising under sections 544 through 550,
3 inclusive, of the Bankruptcy Code.

4 4. Evidence of Postpetition Liens. The Replacement Liens constitute valid,
5 perfected and enforceable security interests and liens on the Postpetition Collateral of the
6 Debtor without further filing or recording of any document or instrument or any other
7 action, but only to the extent of Cash Collateral used during the term of the Interim Order
8 and any diminution in value of the prepetition collateral, and only to the extent of the
9 enforceability of Secured Lender's security interest in the prepetition collateral.

10 5. Insurance. As additional adequate protection to Secured Lender, the Debtor
11 will continue to maintain insurance on its assets as the same existed as of the Petition
12 Date, and Secured Lender may petition the court on full notice and hearing to increase
13 coverage, and the Debtor reserves all rights regarding the same.

14 6. Adequate Protection Payments. As additional adequate protection to
15 Secured Lender for the possible diminution in value, if any, of its Postpetition Collateral,
16 the Debtor shall pay to Secured Lender the sum of \$4,000 per month as Adequate
17 Protection Payments, by no later than the fifth (5th) day of each calendar month (or the
18 immediately following business day) beginning in April 2026 and Secured Lender shall
19 apply such payments to the secured portion of its claim.

20 7. Carveout. Notwithstanding anything to the contrary herein, the
21 Replacement Liens will at all times be subject to a carveout **as agreed by Secured Lender,**
22 for the payment of: (i) allowed fees and expenses of professionals whose appointment
23

1 and compensation have been approved by this court; and (ii) all fees due and owing to
2 the Clerk of the Court and the Office of the U.S. Trustee pursuant to 28 U.S.C. § 1930.

3 8. No Waiver of Rights and Remedies. This Interim Order does not constitute
4 a waiver by Secured Lender of any of its respective rights or remedies related to or arising
5 under its loans, the Bankruptcy Code or other applicable law including, without
6 limitation, (i) the Secured Lender's right to later assert that, notwithstanding the terms
7 and provisions of this Interim Order, any of its interests in the prepetition collateral or
8 Postpetition Collateral lacks adequate protection within the meaning of Bankruptcy Code
9 §§ 362(d)(1) or 363(e); or (ii) the Secured Lender's right to assert a claim under
10 Bankruptcy Code §§ 506(b) and/or 507(b).

11 9. Binding Effect. The provisions of this Interim Order are binding upon the
12 Debtor, the Secured Lender, all parties in interest, and their respective successors and
13 assigns, including any trustee or fiduciary appointed in this Chapter 11 Case or any
14 subsequently converted bankruptcy case of the Debtor. This Interim Order also inures
15 to the benefit of the Secured Lender and its respective successors and assigns. The
16 provisions of this Interim Order, any § 507(b) Claim, any and all rights, remedies,
17 privileges, interests, and benefits in favor of Secured Lender provided or acknowledged
18 in this Interim Order, and any actions taken pursuant thereto, are effective immediately
19 upon entry of this Interim Order pursuant to Bankruptcy Rules 4001 and 7062, will
20 continue in full force and effect, and survive entry of any other order, including without
21 limitation any order which may be entered confirming any plan of reorganization,
22 converting this case to any other chapter under the Bankruptcy Code, or dismissing this
23 case. Any order dismissing the Chapter 11 Case under section 1112 of the Bankruptcy

1 Code or otherwise will provide by virtue of this Interim Order (in accordance with
2 sections 105 and 349 of the Bankruptcy Code) that (a) the rights of the professionals will
3 continue in full force and effect to the greatest extent permitted by applicable law,
4 notwithstanding such dismissal, and (b) notwithstanding such dismissal, this court will
5 retain jurisdiction over any § 507(b) Claim and the rights, privileges, interests, and
6 benefits provided or acknowledged in this Interim Order to the fullest extent permitted
7 by applicable law.

8 10. Order Effective Upon Entry. Notwithstanding anything in the Bankruptcy
9 Code, the Bankruptcy Rules, or the Local Bankruptcy Rules to the contrary, this Interim
10 Order is effective upon entry.

11 11. Final Hearing. The final hearing on the Motion (the “Final Hearing”) is set
12 for April 22, 2026, at 11:30 a.m., Pacific Time. Any responses or objections must be
13 filed no later than April 15, 2026, by 5:00 p.m., Pacific Time, and replies must be filed
14 no later than April 20, 2026, by 5:00 p.m., Pacific Time.

15 12. Retention of Jurisdiction. This court retains jurisdiction and power with
16 respect to any matters, claims, rights, or disputes arising from or related to the Motion or
17 the implementation of this Interim Order.

18 ///End of Order///

19 Presented by:

20 BUSH KORNFELD LLP

21 By /s/Jason Wax
22 Jason Wax, WSBA #41944
23 Richard B. Keeton, WSBA #51537
Proposed Attorneys for Debtor-in-Possession

1
2 Agreed as to form and content:

3 EISENHOWER CARLSON PLLC

4 By /s/Darren R. Krattli
5 Darren R. Krattli, WSBA #39128
6 Hallie E. Bader, WSBA #64074
Attorneys for Commencement Bank

7 * Changes made by court
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