



A blue ink signature of David L. Bissett, written in a cursive style.

David L. Bissett
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**

In re:

**CONTROLLED CHAOS ENERGY SERVICES,
LLC,**

Debtor.

Case No.: 5:26-bk-00331

Chapter 11, Subchapter V

ORDER:

- (I) AUTHORIZING DEBTOR-IN-POSSESSION'S USE OF CASH COLLATERAL;
(II) GRANTING ADEQUATE PROTECTION TO COMMERCIAL FUNDING, INC.
AND COMMERCIAL CREDIT GROUP, INC.; AND
(III) GRANTING RELATED RELIEF**

THIS MATTER came before the Court on an emergency basis on May 18, 2026, on the Debtor-in-Possession's Emergency Motion for Authority to Use Cash Collateral, for Adequate Protection, and for Related Relief (the "Motion") (Doc. No. 23), filed by Controlled Chaos Energy Services, LLC (the "Debtor"). The Court granted interim relief on May 19, 2026 (Doc. No. 50) and set the matter for a final hearing on June 23, 2026. Following the final hearing, having considered the record, the arguments of counsel, and the relevant law, it is

ORDERED that:

1. Authorization. Subject to the terms and conditions of this Order, the Debtor is hereby authorized to collect, receive, and use Cash Collateral — including all pre-petition and post-petition accounts receivable collections and proceeds to pay Authorized Expenses in accordance with the Budget submitted with the Debtor's Chapter 11 Plan.

2. Cash Collateral Period. This Order shall govern the Debtor's use of Cash Collateral from the date of entry hereof through the date of confirmation of the Debtor's Chapter 11 plan, or until such time as otherwise ordered by the Court.

3. Replacement Liens. As adequate protection for any diminution in the value of the Secured Creditors' interests in Cash Collateral resulting from the Debtor's use thereof during the Interim Period, the Debtor hereby grants to each of CFI and CCG, to the same extent, validity, and priority as each Secured Creditor's respective Pre-Petition Liens, valid, perfected, and enforceable replacement security interests and liens (the "Replacement Liens") in and upon all post-petition assets of the Debtor of the same type and character as the collateral in which each Secured Creditor held Pre-Petition Liens. The Replacement Liens are granted without prejudice to any party's right to challenge the validity, perfection, priority, or extent of any Pre-Petition Lien. The Replacement Liens shall be deemed perfected automatically upon entry of this Order without the necessity of any additional filing, recording, or act by any party.

4. Insurance. The Debtor shall maintain in full force and effect, at its own expense, all insurance policies required under the terms of its agreements with the Secured Creditors, applicable law, and ordinary course of business, naming CFI and CCG as additional insureds and loss payees where required by their respective agreements..

5. Carve-Out. Notwithstanding any other provision of this Interim Order, the Replacement Liens and the Secured Creditors' interests in Cash Collateral shall be subject to the payment of the following (the "Carve-Out"):

- (a) All fees required to be paid to the Clerk of the Bankruptcy Court pursuant to 28 U.S.C. § 1930(a) and to the United States Trustee pursuant to 28 U.S.C. § 1930(a)(6);
- (b) All allowed and unpaid fees and expenses of the Subchapter V Trustee, to the extent allowed by the Court; and
- (c) Prior to a Termination Event, all allowed and unpaid fees, expenses, and disbursements of professionals retained by the Debtor pursuant to order of this Court, not to exceed in the aggregate \$15,000 per month without further order of the Court.

6. CCG Monthly Payment. As additional adequate protection for CCG's interest in the Debtor's vehicle collateral, the Debtor shall pay to CCG the sum of \$10,088.56 per month. For the month of June 2026, the payment of \$10,088.56 shall be taken by CCG from the reserve fund held by CFI. For the month of July and continuing each consecutive month thereafter – until such time as the Debtor's Chapter 11 plan is confirmed, or until otherwise ordered by the Court, or unless agreed in writing by CCG – the Debtor shall make payments directly to CCG in the amount of \$10,088.56.

7. Reservation of Rights. The grant of adequate protection under this Order shall not: (a) be construed as an admission by the Debtor as to the validity, priority, perfection, or extent of any lien or claim asserted by any Secured Creditor; (b) impair any party's right to challenge the characterization of CFI's

Purchase and Sale Agreement as a true sale or secured loan; or (c) constitute consent by any party to any relief not expressly set forth herein.

8. The Supplemental Objection of Commercial Funding Inc. and Commercial Credit Group Inc. to Debtor-in-Possession's Emergency Motion for Authority to Use Cash Collateral, for Adequate Protection, and for Related Relief, filed Commercial Credit Group, Inc., Commercial Funding, Inc. (Doc. No. 94), be and hereby is OVERULLED.

SO ORDERED.

Order prepared by:

/s/ Ryan W. Johnson

Ryan W. Johnson (WV Bar No. 14178)

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