United States Bankruptcy Court
Southern District of Texas
ENTERED
May 07, 2026
Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION**

In re: Lowell Martin, Jr., LLC d/b/a Synergy Crude, LLC,[1] Debtor.	Case No. 26-60034 (CML) Chapter 11

**FINAL ORDER GRANTING
THE DEBTOR'S EMERGENCY MOTION
FOR ORDERS (I) AUTHORIZING THE USE OF CASH
COLLATERAL, (II) GRANTING ADEQUATE PROTECTION, (III) MODIFYING
THE AUTOMATIC STAY AS NEEDED, AND (IV) SCHEDULING A FINAL HEARING
(Related to Docket No. 11)**

After considering Lowell Martin, Jr., LLC d/b/a Synergy Crude, LLC's (the "***Debtor***") *Emergency Motion for Orders (I) Authorizing the Use of Cash Collateral, (II) Granting Adequate Protection, (III) Modifying the Automatic Stay as Needed, and (IV) Scheduling a Final Hearing* (the "***Motion***")[2]; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having considered the Motion, any objections thereto, and the record of this case; and the Court having determined that the relief requested is in the best interests of the Debtor and its estate; and after due deliberation and sufficient cause appearing, it is hereby **ORDERED**, that:

1. The Motion is **GRANTED** on a final basis as set forth herein. The Debtor is authorized to use Cash Collateral in accordance with the Final Budget attached as **Exhibit A** (the "***Budget***").

[1] The last four digits of the Debtor's federal tax identification numbers are 9062.

[2] Capitalized terms used but not otherwise defined herein are intended to have the same meaning as defined in the Motion.

2. Pursuant to sections 361, 363(c), and 363(e) of the Bankruptcy Code, the Debtor is authorized to use Cash Collateral in accordance with the Budget. The Debtor may exceed any individual line item in the Budget by up to ten percent (10%) on a cumulative basis, provided that any such variance is reasonable, incurred in the ordinary course of business, and does not cause total expenditures for the applicable period to exceed the Budget by more than ten percent (10%). Except as expressly provided herein, no expenditures beyond such variance are authorized. The Budget includes (a) regular monthly mortgage payments to Texas Dow Employees Credit Union ("***TDECU***") in the amount of $2,071.54, and the Debtor is authorized to make such payments, including retroactive approval of the April payment made on or about April 20, 2026, and (b) payment to TDECU of $1,861.02 to reimburse TDECU for its payment of Lavaca County 2025 real property ad valorem taxes, and the Debtor is authorized to make such payment.

3. To the extent any creditor holds an allowable secured claim secured by a perfected security interest in Cash Collateral as of the Petition Date, such creditor is granted automatically perfected replacement liens and security interests on post-petition accounts receivable, contract rights, and deposit accounts, to the same extent, validity, and priority as such creditor's prepetition liens. Such replacement liens and security interests: (i) are subordinate only to any prior existing and validly perfected liens and security interests in such assets, and (ii) shall attach in the same order of priority that existed as of the Petition Date under applicable non-bankruptcy law

4. Nothing in this Order shall prejudice or impair: (a) any creditor's right to seek additional or modified adequate protection; (b) any creditor's right to object to an alleged improper use of Cash Collateral; or (c) any other rights or remedies available to creditors under applicable law.

5. Nothing in this Order shall constitute: (a) a finding that any creditor is adequately protected or inadequately protected; (b) consent to, or acceptance of, any plan of reorganization; (c) a waiver or limitation of any rights, remedies, claims, defenses, or objections of any creditor; or (d) a modification or waiver of any rights available to creditors under applicable non-bankruptcy law. All such rights are expressly reserved.

6. As adequate protection for the interests of secured creditors, the Debtor shall provide: (a) the replacement liens granted herein; (b) compliance with the approved Budget; and (c) the continued operation, maintenance, and preservation (including sufficient insurance) of property of the estate in the ordinary course of business.

7. The Debtor shall deposit all post-petition income and revenues generated from business operations into debtor-in-possession accounts, subject to the terms of this Order.

8. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the limited extent necessary to implement the relief granted in this Order, including the granting and perfection of replacement liens. No other relief from the automatic stay is authorized.

9. All pre-petition liens and replacement liens granted herein are subject and subordinate to a carve-out for the payment of: (a) fees payable to the Clerk of the Bankruptcy Court; (b) fees payable to the Office of the United States Trustee pursuant to 28 U.S.C. § 1930(a); (c) reasonable fees and expenses of a trustee, if any, under section 726(b) of the Bankruptcy Code, not to exceed $15,000.00; and (d) fees and expenses of the Subchapter V Trustee approved by the Court. The Carve-Out shall not be construed as a claim against any secured creditor or as a lien or encumbrance on the Debtor's real property or tangible personal property.

10. Except as otherwise provided herein, the protections granted to secured creditors under this Final Order, and any actions taken pursuant thereto, shall survive the dismissal or conversion of this case, subject to entry of a subsequent Final or final Cash Collateral order.

11. The Debtor's banks are authorized, without further order of the Court, to debit the Debtor's accounts in the ordinary course of business for: (a) checks issued pre-petition that are honored post-petition; (b) returned or dishonored items deposited pre-petition and related fees; and (c) undisputed pre-petition service charges related to the Debtor's cash management system.

12. The Debtor's banks may rely on the Debtor's representations regarding the treatment of checks or payment orders and shall incur no liability for doing so. Existing deposit agreements between the Debtor and its banks shall remain in full force and effect post-petition. The Debtor and the banks may modify cash management procedures in the ordinary course of business, including opening or closing accounts, without further court order.

13. All of the Debtor's bank accounts, including those held at Wells Fargo Bank, shall be immediately released and unfrozen to permit use of Cash Collateral in accordance with this Order.

14. The authority granted herein shall terminate upon: (a) dismissal or conversion of the case; (b) appointment of a Chapter 11 trustee; (c) the occurrence of the effective date of a confirmed Chapter 11 plan; or (d) a material breach of this Order. Any party in interest asserting a default shall provide written notice to the Debtor, and the Debtor shall be entitled to an expedited hearing.

15. Nothing in this Order constitutes an admission regarding the validity, priority, extent, or enforceability of any lien or claim, all of which are expressly reserved.

16. The Debtor shall maintain insurance with respect to its real property and improvements in accordance with the requirements of its loan documents with TDECU, including a standard mortgage clause naming TDECU as loss payee.

17. The Debtor shall timely deposit all post-petition taxes and timely file all required tax returns.

18. The Debtor shall timely pay all fees due to the Office of the United States Trustee

19. This Order shall be binding upon and inure to the benefit of the Debtor, its estate, its creditors, parties in interest, and any trustee or successor appointed in this case.

20. The Debtor and its officers, directors, and employees shall not take any action, nor assist or participate in any action, that knowingly contravenes any provision of this Order

21. The requirements of Bankruptcy Rule 6004(a) are satisfied, and the fourteen-day stay imposed by Bankruptcy Rule 6004(h) is waived. This Order shall be effective immediately upon entry.

22. The Court retains jurisdiction to interpret and enforce this Order.

Signed: May 07, 2026

Christopher M. Lopez

Christopher Lopez
United States Bankruptcy Judge

Lowell Martin, Jr., LLC d/b/a Synergy Crude, LLC - Revised Final Cash Collateral Budget - Cash Basis - 2026

LINE ITEMS AND DATE RANGES	April 9 - May 8	May 10 - June 9	June 10 - July 9	July 10 - August 9
Opening Cash:	**$ 1,684.34**	**$ 75,162.80**	**$ 117,778.05**	**$ 168,196.05**
Projected Gross Revenue	**$ 1,545,850.00**	**$ 1,600,000.00**	**$ 1,700,000.00**	**$ 1,700,000.00**
EMPLOYEE PAYROLL	$ 6,500.00	$ 29,000.00	$ 29,000.00	$ 29,000.00
HEALTH INSURANCE	$ 650.00	$ 650.00	$ 650.00	$ 650.00
OFFICE RENT/LEASE	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00
UTILITIES	$ 3,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00
INVENTORY PURCHASES	$ 1,271,405.00	$ 1,360,900.00	$ 1,460,000.00	$ 1,460,000.00
FREIGHT	$ 111,875.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
REPAIR AND MAINTENANCE	$ 1,600.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
SUBCONTRACTOR	$ 18,850.00	$ 17,000.00	$ 17,000.00	$ 17,000.00
VEHICLE EXPENSES	$ 2,400.00	$ -	$ -	$ -
POSTAGE & SHIPPING	$ 100.00	$ 100.00	$ 100.00	$ 100.00
TRAVEL AND MEALS	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
INSURANCE	$ 31,000.00	$ -	$ -	$ -
DUES & SUBSCRIPTIONS	$ 800.00	$ 800.00	$ 800.00	$ 800.00
CREDIT CARD MERCHANT FEES	$ 4,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
OFFICE SUPPLIES & R&M	$ 200.00	$ 200.00	$ 200.00	$ 200.00
COMPUTER SOFTWARE & IT	$ 800.00	$ 900.00	$ 900.00	$ 900.00
ADVERTISING	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
BANK SERVICE CHARGES	$ 200.00	$ 360.00	$ 360.00	$ 360.00
MEALS & ENTERTAINMENT	$ 1,200.00	$ 500.00	$ 500.00	$ 500.00
TAXES (COMPTROLLER AND AD VALOREM)	$ 1,220.00	$ 18,902.75	$ 12,000.00	$ 12,000.00
SUBCHAPTER V TRUSTEE PAYMENT	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
ATTORNEYS' FEE PAYMENT	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
MORTGAGE - TDECU	$ 2,071.54	$ 2,072.00	$ 2,072.00	$ 2,072.00
TOTAL PROJECTED CASH DISBURSEMENTS	**$ 1,472,371.54**	**$ 1,557,384.75**	**$ 1,649,582.00**	**$ 1,649,582.00**
CASH ON HAND AFTER DISBURSEMENTS	**$ 75,162.80**	**$ 117,778.05**	**$ 168,196.05**	**$ 218,614.05**

EXHIBIT A