Dated: May 13, 2026

The following is ORDERED:

Janice D. Loyd
U.S. Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

IN RE: NEXT GENERATION ROOFING, LLC Debtor.	Case No. 26-11534-JDL (Chapter 11)

ORDER GRANTING EMERGENCY MOTION FOR ORDER AUTHORIZING INTERIM USE OF CASH COLLATERAL AND PROVIDING POST-PETITION LIENS

COMES NOW before me, the undersigned Judge, the *Emergency Motion For Order Authorizing Interim Use Of Cash Collateral And Providing Post-Petition Liens With Brief In Support, Notice Of Opportunity For Hearing and Notice of Expedited Hearing* (the "*Motion*") [Doc.13] filed May 7, 2026, (the "*Motion*"). Based on a review of the record the Court FINDS that no parties in interest have filed an objection to the *Motion* or *Interim Order*.

The *Motion* is granted on an interim basis in accordance with the terms and conditions of this Order.

Subject to the terms and conditions set forth in this Order, Debtor is, through and including the conclusion of the final hearing on Debtor's use of Cash Collateral, authorized pursuant to 11 U.S.C. §§ 105, 361, 362 and 363 and F. R. Bankr. P. 2002, 4001, 6003 and 9014 to use Cash Collateral on an interim basis pending a final determination by the Court. The Cash Collateral may only be used to fund the types and corresponding amounts of itemized expenditures contained in the budget attached as Exhibit A (the "Budget"), and only to the extent needed to prevent immediate and irreparable harm; provided, however, Debtor may use Cash Collateral in excess of the amount designated for a particular line-item so long as the percentage of deviation of each line item during any rolling 4-week period does not exceed ten percent (10%) in aggregate (the "Variance"). Additionally, Debtor provides commission to contractors for jobs that they complete. The commission varies based on job and may exceed ten (10) percent of the budgeted amount. Debtor shall pay commissions to its contractors as it has historically done in the course of business, and the commissions shall not be subject to the ten (10) percent variance.

Farmers Bank ("Farmers") is entitled to a validly perfected first priority lien on and security interests in the Debtor's post-petition inventory, accounts, and other rights to payment, equipment, and all other property and proceeds, including cash (collectively, "Collateral"). The post-petition security interests and liens granted shall be valid, perfected and enforceable and shall be deemed effective and automatically perfected as of the Petition Date. Farmers may, however, at its option, file continuation statements, financing statements or such documents as it deems necessary to evidence its security interests in the Collateral. Upon request by Farmers, Debtor will execute and deliver all such documents, or financing statements, as requested by Farmers.

In the event of, and only in the case of Diminution of Value of Farmers' interests in its pre-petition collateral, which is not adequately protected by the replacement liens above, Farmers shall be entitled to a super-priority claim that shall have priority in the Debtor's bankruptcy case over all priority claims and unsecured claims against the Debtor and its estate, now existing or hereafter arising, of any kind or nature whatsoever including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to 11 U.S.C. §§ 105, 326, 328, 330 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c),726(b), and 1114 or otherwise. This super-priority claim shall be subject and subordinate only to the Carve-Out described below and not to any other unsecured claim (having administrative priority or otherwise). The Carve-Out shall include any fees and expenses incurred by Debtor's professionals and approved by the Court, and fees incurred by the Subchapter V Trustee. Debtor shall pay $1,500 per month to the Subchapter V Trustee as a deposit to be held in trust until such time the Subchapter V Trustee's fees are approved by the Court. (the '"Carve-Out"). Debtor shall pay funds to Debtor's counsel monthly, to be held in a trust account until such time that Debtor's counsel's fees are approved by the Court.

Debtor shall be required to insure to its full value all property that is subject to Farmers's liens. Debtor shall be required to furnish evidence of insurance to Farmers upon request. On a monthly basis, the Debtor shall serve on Farmers and United States Trustee a report that reconciles the monthly projected income and budgeted expenses against the actual receipts and disbursements for the prior month set forth in the Budget.

If at any time the Debtor fails to properly insure the Collateral, fails to pay any local, state or federal taxes as they become due or fails to comply with any other term of the Motion ("Default"), Farmers shall give Debtor and its attorney written notice that it has thirty (30) days to cure such Default after the mailing or transmission of written notice of such Default. If the Default is not cured, Farmers may seek entry of an order granting it relief from the automatic stay. Upon such termination, Farmers shall be authorized to terminate the use of Cash Collateral and take such action against the Collateral as permitted based on applicable state law.

Farmers shall, at any time, be permitted to conduct a full inspection of the personal property and accounts of Debtor by visiting Debtor's premises to inspect, verify and photocopy all such records and to inspect, appraise and document the Collateral. Debtor grants Farmers, its agents and employees, a license to enter upon all such premises for such purposes during its regular, customary and ordinary business hours, subject to all security restriction imposed by various health, environmental and regulatory agencies. Farmers shall also have access, within five (5) business days of any request, to Debtor and its management, personnel and advisors.

Debtor shall not make adequate protection payments during the interim period, and the issue of future adequate protection payments is reserved for the final hearing on this *Motion.* All rights of Farmers to seek additional adequate protection for Debtor's use of Cash Collateral, to file for relief from the automatic stay, to seek dismissal or to assert any other right or cause of action, or any other matter with respect to the Debtor, whether in this bankruptcy case, or otherwise, are expressly reserved. The failure or delay by Farmers to seek relief or otherwise exercise their rights and remedies under this Motion or any loan documents shall not constitute a waiver or any of the rights of Farmers. This Order shall be in effect until a final order is entered, unless otherwise ordered by the Court.

The final hearing to consider Debtor's use of Cash Collateral is set for May 27, 2026, at 11:00 a.m. before the Honorable Janice Loyd in the 2nd floor courtroom of the United States Bankruptcy Court for the Western District of Oklahoma, 215 Dean A.

McGee Avenue, Oklahoma City, OK 73102. All parties reserve all objections until the final hearing, whether or not asserted prior to the entry of this interim order.

All findings of fact are based upon representations of counsel for Debtor. Counsel for Debtor shall effectuate service of this order on all parties in interest.

IT IS SO ORDERED.

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APPROVED:

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