IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: August 12, 2026.

SHAD M. ROBINSON
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
MIDLAND DIVISION

In re:	§	
	§	
RENEWAL REALTY, LLC	§	**Case No. 25-70171**
	§	
	§	**Chapter 11**
	§	
Debtor.	§	

ORDER GRANTING INTERIM EXTENSION OF DEBTOR'S AUTHORIZATION TO USE CASH COLLATERAL
[Relates to Doc. # 214]

Having considered the Debtor's *Emergency Motion to Extend the Debtor's Authorization to Use Cash Collateral* (the "***Motion***") [Doc. # 214] and any objection(s) thereto, the Court finds that the Motion should be GRANTED IN PART as set forth below.

IT IS THEREFORE ORDERED that:

1. The Motion is granted on an interim basis in accordance with the terms and conditions set forth in this order (the "***Interim Extension Order***").

2. The Debtor's property management company shall deposit all the rents and profits derived from the Premises into the Debtor's Debtor in Possession operating accounts at Wells

Fargo Bank ("***DIP accounts***") and shall make all expenditures from such accounts. The Debtor is authorized to use Cash Collateral only as provided herein.

3. Debtor's authorization to use cash collateral shall extend through August 28, 2026 solely to pay the expenses described in the budget attached hereto as **Exhibit 1** (the "***Budget***"), as may be amended by further order of the Court or agreement of the parties.

4. The Debtor shall not, without prior written consent of CommunityAmerica Federal Credit Union d/b/a Unify Federal Credit Union ("***Unify***"), use Cash Collateral with respect to any month in the Budget in an amount in excess of 15% over the aggregate amount budgeted for that month. Any amounts listed in the Budget that are unused in any month may be carried over and used by the Debtor in any subsequent month, and any unused amounts may be utilized for any other line item within the week or subsequent month. Any savings on expenses or additional revenues received by the Debtor exceeding the cash receipts projected in the Budget, including but not limited to increased gross rental income, increased collections on accounts receivable, decreased write-offs for bad debt, and/or any casualty insurance proceeds received by the Debtor, may be used to pay the approved expenses in the Budget and to reduce the amount of capital contributions that might otherwise be needed to pay such expenses. In no event shall members of the Debtor be compensated or reimbursed from any monthly revenues collected by the Debtor or its property management company or any other sources constituting property of the bankruptcy estate of the Debtor.

5. The Debtor and Unify may extend the Debtor's authorization to use Cash Collateral beyond the period set forth in the initial Budget attached hereto as **Exhibit 1** without further notice to creditors or order of this Court, provided that a Stipulation Extending Cash Collateral Order signed by counsel to the Debtor and counsel for Unify is filed together with a copy of the updated

Budget on this docket in this case. The Debtor may only pay expenses with Cash Collateral that are not described in the Budget, *e.g.*, expenses in furtherance of the sale of the Property, with Unify's prior written consent. The Debtor and Unify may also agree to amend the Budget, provided that the Debtor shall promptly file a notice of the amended Budget on the docket in this case.

6. Alternatively, the Debtor's authorization to use cash collateral may be extended by further order of the Court, and the Debtor's Budget may be amended or modified by further order of the Court. By the same token, nothing herein shall restrict Unify's right to request additional adequate protection from the Court upon changed circumstances.

7. Unify is entitled to, pursuant to sections 361, 362, and 363(e) of the Bankruptcy Code, adequate protection of its interests in the Cash Collateral on account of the totality of the diminution in value ("***Diminution in Value***") of the Cash Collateral, if any, from and after October 7, 2025 (the "***Petition Date***") in accordance with section 506(a) of the Bankruptcy Code, arising from the imposition and enforcement of the automatic stay and the Debtor's use or disposition of the Cash Collateral.

8. Unify is hereby granted the following adequate protection (the "***Adequate Protection***") effective upon the date of this Interim Extension Order and without the necessary of the execution or filing by the Debtor or Unify:

a. *Insurance*: The Debtor shall maintain current insurance on the three apartment complexes located in Odessa, Ector County, Texas, known locally as The Paddocks Apartments, which secure Unify's claims against the Debtor and are described more specifically in Exhibits A to the Deeds of Trust admitted at the Hearings as Unify Exhibits A-2, B-2, and C-2 (the "***Premises***"). The Debtor shall ensure that its insurance policies: (i) name Unify as loss payee, mortgagee, and additional insured; and (ii) list the Office of the U.S. Trustee as a notice party for any expiration or cancellation of the policies. To the extent that the Debtor intends to

finance the insurance premiums as provided in the Budget, it shall seek prior authorization from the Court under 11 U.S.C. § 364;

b. *Taxes*: The Debtor shall pay all ad valorem taxes on the Premises as and when they come due. To the extent that the Debtor lacks sufficient funds to pay such taxes in full, the Debtor may seek contributions from its members to cover any shortfall;

c. *U.S. Trustee Fees*: The Debtor shall pay all U.S. Trustee fees as and when they come due. To the extent that the Debtor lacks sufficient funds to pay such fees in full, the Debtor may seek contributions from its members to cover any shortfall;

d. *Financial Reporting*: The Debtor's monthly operating reports ("***MORs***") shall include a comparison of the Budget to actual expenses incurred during the reported month, and shall attach the bank statements then available for the reported month. Additionally, on or before the date on which the MORs are due, the Debtor shall provide Unify with all financial and operational reports customarily delivered by the property manager to the Debtor, including but not limited to occupancy and leasing reports, rent rolls, income and expense statements, delinquency reports, and maintenance summaries. Upon reasonable request from Unify, the Debtor shall make the property manager available to meet with Unify to discuss these reports, and may attend any such meetings requested by Unify. In addition, the Debtor will grant authorized Unify representatives access to observe in real time the operations of the apartment complex by allowing the authorized representatives to view the DIP accounts via Wells Fargo Bank's internet portal for such accounts;

e. *Adequate Protection Payments*: Unify shall be entitled to monthly adequate protection payments in the amount of $18,470.55 due on the first business day of each month in accordance with the Budget attached hereto as **Exhibit 1**. To the extent that the Debtor lacks sufficient funds to make such payments in full, the Debtor may seek contributions from its members to cover any shortfall;

f. *Adequate Protection Liens*: To the extent of the aggregate Diminution of Value, if any, of their respective interests in the Cash Collateral, Unify shall have valid and perfected additional and replacement security interests in, and liens upon (the "***Adequate Protection Liens***"), all of the Debtor's right, title and interest in, to, and under all of the Debtor's now owned and after-acquired cash, accounts receivable, and Cash Collateral, whether arising before or after the Petition Date, and the proceeds thereof, any right to payment whether arising before or after the Petition Date, and the proceeds, products, rents and profits of all of the foregoing, but only to the extent and priority that Unify had valid prepetition liens and security interests in such collateral as of the Petition Date that are not subject to defense, offset, avoidance or subordination (collectively, the "***Adequate Protection Collateral***"). The priority of any postpetition replacement liens granted to Unify shall be the same as the priority of the liens that Unify held as of the Petition Date; and

g. *Adequate Protection Superpriority Claims*. To the extent that the Adequate Protection Liens prove insufficient to secure the aggregate Diminution of Value, if any, of Unify's interest in the Cash Collateral, and subject to any ad valorem tax liens, Unify is hereby granted, in addition to claims under section 503(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim pursuant to section 507(b) of the Bankruptcy Code (collectively, the "***Adequate Protection Superpriority Claim***").

9. In the event that the Debtor: (i) violates or breaches any of the terms of this Interim Extension Order; and (ii) fails to cure said breach or default within **ten (10) days** after its receipt of a written notice of default and demand for cure (the "***Notice of Default***") from Unify describing the nature of the default and sent to Debtor's counsel, then the Debtor's authority to use Cash Collateral shall immediately terminate, unless otherwise ordered by the Court. The Debtor shall have the right to cure only two defaults under this provision. Upon its receipt of the Third Notice of Default, the Debtor's authority to use Cash Collateral shall terminate immediately. Unify shall file a notice of termination of the Debtor's right to use cash collateral in the Bankruptcy Case promptly upon sending the Third Notice of Default to the Debtor.

10. Notwithstanding anything in this Interim Extension Order to the contrary, the Debtor's right to use Cash Collateral shall immediately terminate in the event that: (i) a trustee is appointed in the chapter 11 case of the Debtor; or (ii) the chapter 11 case of the Debtor is converted to a chapter 7 case under the Bankruptcy Code.

11. This Order will be binding on and inure to the benefit of the assigns, representatives, and successors of the parties hereto, and will be binding on any Trustee appointed by the Court under chapter 11 or chapter 7 of the Bankruptcy Code and on all creditors and parties in interest in this case. But nothing herein shall prevent Unify or the Debtor from seeking any form of relief under the Bankruptcy Code.

12. Except as expressly provided herein, this Order is not to be deemed, and shall not constitute, a waiver of any default under the loan agreements, promissory notes, deeds of trust, assignments of rents and profits, and guarantees, nor of any rights, claims or defenses of Unify under the Bankruptcy Code or otherwise. Nothing contained herein shall constitute an admission as to, or shall be used to determine the value of, any entity's claimed collateral for any purpose.

13. Pursuant to Bankruptcy Rule 4001, a final hearing on the Motion shall be held virtually on **August 28, 2026, at 10:30 a.m.** at **https://www.zoomgov.com/my/robinson.txwb via Zoom or Call 669-254-5252 Meeting ID: 161 0862 5245**, in the United States Bankruptcy Court for the Western District of Texas, Midland Division.

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ENTRY REQUESTED BY:

VELA WOOD STALEY YOUNG P.C.

/s/ Cleveland R. Burke
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COUNSEL FOR DEBTOR
RENEWAL REALTY, LLC

EXHIBIT 1

Renewal Realty LLC
Cash Collateral Budget
Proposed Extended Budget - Rev 2A
Rev Date: 08/11/26

Budget Item	Past Payments								Budgeted	Forecast	
	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept
Administrative	$ 780.22	$ 2,259.00	$ 5,232.25	$ 243.66	$ 4,641.50	$ 504.13	$ 4,026.34	$ 2,059.07	$ 2,500.00	$ 2,500.00	$ 2,500.00
Contract, Maint. and Turnover	$ 2,062.00	$ 2,055.79	$ 6,450.10	$ -	$ 2,244.20	$ 1,981.87	$ 1,369.69	$ 1,098.34	$ 3,500.00	$ 3,000.00	$ 3,000.00
Utilities	$ 2,824.71	$ 1,283.00	$ 3,726.66	$ 3,314.71	$ 6,765.95	$ 1,363.98	$ 3,242.73	$ 3,286.85	$ 3,600.00	$ 3,800.00	$ 3,800.00
Management Fees	$ 2,516.10	$ 12,515.31	$ 22,960.79	$ 14,425.94	$ 10,274.62	$ 10,315.14	$ 9,243.20	$ 13,552.15	$ 12,000.00	$ 13,000.00	$ 13,000.00
Capital Expenditures	$ 693.00	$ 693.00	$ 187.33	$ -	$ -	$ -	$ 3,198.79	$ -	$ 1,500.00	$ 1,500.00	$ 1,500.00
Insurance	$ -	$ 9,961.75	$ 2,489.90	$ 2,489.88	$ 2,489.88	$ 2,489.88	$ 2,489.88	$ 2,489.88	$ 2,489.88	$ 2,489.88	$ 2,489.88
Real Estate Taxes	$ -	$ -	$ -	$ -	$ 59,634.50	$ -	$ -	$ -	$ -	$ -	$ -
Professional Expense								$ -	$ 2,500.00	$ 2,500.00	$ 2,500.00
Misc. Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500.00	$ 1,500.00	$ 1,500.00
Adequate Protection Payment	$ 10,736.76	$ 18,470.55	$ 18,470.55	$ 18,470.55	$ 18,470.55	$ 18,467.55	$ 18,473.55	$ 18,470.55	$ 18,470.55	$ 18,470.55	$ 18,470.55
Total Expenses	**$ 19,612.79**	**$ 47,238.40**	**$ 59,517.58**	**$ 38,944.74**	**$ 104,521.20**	**$ 35,122.55**	**$ 42,044.18**	**$ 40,956.84**	**$ 48,060.43**	**$ 48,760.43**	**$ 48,760.43**