UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
POUGHKEEPSIE DIVISION

----------X

IN RE:

CHAPTER 11

WABNO HOSPITALITIES, INC.,
d/b/a Newburgh Inn & Suites,
f/d/b/a Hudson Valley Hotel & Conference Center,

CASE NO. 26-35202 (KYP)

Debtor.

----------X

FIFTH INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL AND FIXING MONTHLY ADEQUATE PROTECTION PAYMENT AMOUNTS

The above named Debtor, by its attorneys, GENOVA, MALIN & TRIER, LLP, having moved this Court for an Order (i) authorizing the use of cash collateral pursuant to 11 U.S.C. §363(c)(2)(B); and (ii) fixing the adequate protection payment amount pursuant to 11 U.S.C. §361 to be paid by the Debtor to HUDSON VALLEY FEDERAL CREDIT UNION ("HVFCU"), as set forth in the motion of the Debtor, dated February 27, 2026, and said motion having regularly come on to be heard on the 14th day of July, 2026 and upon reading and filing of notice of said motion, dated February 27, 2026, and the application in support thereof of said motion, and upon the Objection filed by HVFCU on March 10, 2026, and upon the record made at said hearing, and due deliberation having been had thereon,

NOW, upon the motion of MICHELLE L. TRIER, attorney for the Debtor, it is

ORDERED, that, in order to provide HVFCU with adequate protection for the Debtor's continuing use of the cash collateral, HVFCU is hereby granted valid, enforceable, fully-perfected, security interests (the "Replacement Liens"), to the extent that HVFCU's liens were valid, perfected and enforceable as of the filing of the Chapter 11 petition, to the extent of, and as security for any decrease in the value of HVFCU's interest in its collateral, including the real property, furniture, fixtures, equipment, rents, and other property and interests in property

described in HVFCU's loan documents (the "Prepetition Collateral"), to the same extent, validity and priority as HVFCU held prior to the filing of the Chapter 11 petition; and it is further

ORDERED, that the Replacements Liens shall be enforceable against the Debtor, its estate and any successors thereto, including without limitation, any trustee or other estate representative appointed in this case, or any case under Chapter 7 of the Bankruptcy Code upon the conversion or dismissal of this Chapter 11 case, or in any proceedings superseding or related to any of the foregoing (collectively, the "Successor Case") to the same extent, validity, and priority as existed on the Prepetition Collateral. Except as provided herein, the Prepetition Liens and Replacement Liens shall not be made subject to or *pari passu* with any lien or security interest hereafter granted in this case or any Successor Case, and shall be valid and enforceable upon the dismissal of this case or any Successor Case, to the same extent, validity, and priority as existed on the Prepetition Collateral. The Replacement Liens shall not be subject to Bankruptcy Code §§510, 549, or 550. No lien or interest avoided and preserved for the benefit of the estate pursuant to Bankruptcy Code §551 shall be made *pari passu* with or senior to the Prepetition Liens or Replacement Liens. This Order evidences the validity, perfection, and priority of the Replacement Liens, with the same priority as the Prepetition Liens, without the necessity of any further filing or recording any mortgage, financing statement, or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action to validate or perfect (in accordance with applicable law) the Replacement Liens, or to effect the priorities acknowledged and/or granted herein, and it is further

ORDERED, that based upon the consent of HVFCU set forth in its aforesaid Objection, and subject to HVFCU's express reservation of its rights as set forth in said Objection, and without limiting any of HVFCU's rights except to the extent of said consent, the Debtor is

authorized to use the cash collateral in the ordinary course of its business as is set forth in Exhibit "A" annexed hereto, up to and including August 12, 2026; and it is further

ORDERED, that, that the Debtor provide an interim adequate protection payment, due on August 1, 2026 to HVFCU in the amount of $16,062.54; and it is further

ORDERED, that a further hearing to consider the Motion for Use of Cash Collateral is scheduled for August 11, 2026 at 10:00 a.m.

No Objection:
WILLIAM K. HARRINGTON
UNITED STATES TRUSTEE
By: /s/ Alicia Leonhard
Alicia Leonhard, Esq.
Trial Attorney
No Objection:

Mackey Catania & Whalen LLP
Attorneys for Hudson Valley Federal Credit Union

By: /s/ Richard DuVall
Richard DuVall, Esq.

/s/ Kyu Y. Paek

Dated: July 16, 2026
Poughkeepsie, New York

Hon. Kyu Y. Paek
U.S. Bankruptcy Judge