United States Bankruptcy Court
Southern District of Texas
ENTERED
January 30, 2026
Nathan Ochsner, Clerk

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

In re:	:	Chapter 11
RUNITONETIME LLC, *et al.*,	:	Case No. 25-90191 (ARP)
Debtors.[1]	:	(Jointly Administered)

ORDER (I) AUTHORIZING THE EXERCISE OF A REPURCHASE OPTION AND ASSUMPTION/PAYOFF OF THE MORTGAGE IN CERTAIN REAL PROPERTY (II) APPROVING THE PRIVATE SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND (III) GRANTING RELATED RELIEF
[Relates to Docket No. 1006]

Upon the emergency motion (the "***Motion***")[2] of the above-captioned debtors (the "***Debtors***") for entry of an order (this "***Order***"), (i) authorizing and approving the exercise of the purchase option (the "***Repurchase Option***") of the Debtors' right to reacquire certain real property located at 20925 Indianola Road NE, Poulsbo, Washington (the "***Property***"), pursuant to that certain Agreement Concerning Option and Ownership of Property, dated as of August 16, 2021 (the "***Option Agreement***"), by Maverick Indianola, LLC (the "***Indianola***") to Jeffrey H. Seery and Justin L. Beltram (collectively, the "***Owners***"), in accordance with the terms therein, and for Debtors to assume the mortgage held by on the Property in accordance with the terms and conditions of the Motion; (ii) authorizing and approving the sale of the Property pursuant to that certain residential Purchase and Sale Agreement, dated as of December 11, 2025 (the "***Sale***

1 A complete list of the Debtors in the Chapter 11 Cases may be obtained on the website of the Debtors' claims and noticing agent at https://restructuring.ra.kroll.com/RunItOneTime/. The Debtors' mailing address is 12530 NE 144th Street, Kirkland, Washington 98304.

2 Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

Agreement") by and among the Owners, as sellers, and third-party buyers Zachary Holmes and Andrea Holmes (collectively, the "***Buyers***") at the purchase price stated in the Sale Agreement, and (iii) granting related relief; and due and sufficient notice of the Motion having been given under the circumstances; and it appearing that no other or further notice need be provided; and the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") having held a hearing (the "***Hearing***") to consider the relief requested in the Motion; and the Court having reviewed and considered (a) the Motion, (b) any objections or responses thereto, (c) all other pleadings filed in support of the Motion, and (d) the arguments of counsel and evidence adduced at the Hearing or any related hearings; and all parties in interest having been heard or having had the opportunity to be heard with respect to the Option Sale and the relief requested in the Motion; and the Court having found and determined that the relief requested is in the best interests of the Debtors, their estates, creditors, and all other parties in interest; and upon the record of the Hearing and these chapter 11 cases; and after due deliberation thereon; and good cause appearing therefor, it is hereby:

FOUND, DETERMINED, AND CONCLUDED THAT:[3]

A. Jurisdiction and Venue. The Court has jurisdiction to consider the Motion and approve the Lennar Sale under 28 U.S.C. § 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these chapter 11 cases and the Motion is proper in this district and Court under 28 U.S.C. §§ 1408 and 1409.

[3] The findings, determinations, and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Legal Predicates. The predicates for the relief requested by the Motion are sections 105, 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 6004 and 6006, and applicable Bankruptcy Local Rules.

C. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

D. Notice. Notice of the Motion, the entry of this Order, and the Sale Agreement were adequate, appropriate, fair and equitable under the circumstances. Such notice constitutes good and sufficient notice of, and a reasonable opportunity to object or be heard regarding, the Motion and the entry of this Order under sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004. No other or further notice of opportunity to object to, or other opportunity to be heard regarding the Motion or the entry of this Order need be given to any entity.

E. Sale in Best Interest. Consummation of the Option Exercise, the Mortgage Assumption/Payoff, and the Property Sale are in the best interests of the Debtors, their estates, creditors, and all parties in interest.

F. Business Justification. Sound business reasons exist for the Option Exercise, the Mortgage Assumption/Payoff, and the Property Sale. The proposed transactions are a valid exercise of the Debtors' sound business judgment, is in the best interests of the Debtors and their estates and maximizes the value of the Property.

G. Arm's-Length Sale. The Option Exercise, the Mortgage Assumption/Payoff, and the Property Sale were negotiated and proposed by the Debtors, Owners, and Buyers without collusion, in good faith, and at arm's length. No party has engaged in any conduct that would cause or permit the transaction to be avoided under 11 U.S.C. § 363(n).

H. Good Faith Purchaser. The transactions were proposed and negotiated in good faith and at arm's length, and the Buyers are entitled to the protections of 11 U.S.C. § 363(m).

I. Free and Clear Sale. The Property may be sold free and clear of all liens, claims, rights, interests, charges, and encumbrances pursuant to section 363(f) of the Bankruptcy Code. Each holder of an interest in the Property either (i) has consented or is deemed to have consented, (ii) could be compelled in a legal or equitable proceeding to accept a monetary satisfaction, or (iii) otherwise falls within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

J. Necessity of Free and Clear Transfer. The Buyers would not have agreed to the Property Sale absent the ability to acquire the Property free and clear of all Interests. The total consideration reflects reliance on this Order for such relief.

K. Maximizing Value. Transferring the Property free and clear of Interests maximizes value for the Debtors' estates and is integral to the transaction.

L. No Assigned Contracts. There are no executory contracts or unexpired leases being assumed and assigned in connection with the Property Sale.

M. Legal, Valid Transfer. The Debtors have full authority to consummate the Option Exercise, the Mortgage Assumption/Payoff, and the Property Sale. The Property Sale is a legal, valid, binding, and effective transfers of the Property, which constitutes property of the estate under section 541(a) of the Bankruptcy Code. After the Property Sale, the Buyers are the sole and rightful owners of the Property, and no other party has any ownership interest therein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The Option Exercise, the Mortgage Assumption/Payoff, and the Property Sale are hereby approved in all respects, as set forth in this Order.

2. All objections to the Motion or the relief requested therein, the Option Exercise, the Mortgage Assumption/Payoff, the Property Sale, the entry of this Order, or the relief granted herein that have not been withdrawn, waived, settled, or otherwise resolved are hereby overruled on the merits with prejudice. Any objections withdrawn are deemed withdrawn with prejudice. All parties who did not object to the Motion or the entry of this Order, or who withdrew their objections, are deemed to have consented to the relief granted herein, including pursuant to section 363(f)(2) of the Bankruptcy Code. Notice of the Motion and the Sale Hearing was adequate and appropriate under the circumstances.

Approval of the Sale of the Assets

3. Pursuant to sections 105 and 363(b) and (f) of the Bankruptcy Code, the Debtors are authorized to consummate the Option Exercise and to sell the Property to the Buyers free and clear of all liens, claims, encumbrances, and other interests (collectively, "***Interests***"), with any such Interests attaching to the net proceeds of the Property Sale with the same validity, priority, and enforceability as such Interests had in the Property immediately prior to the sale.

Sale and Transfer of the Assets

4. The consideration provided by the Buyers for the Property Sale is fair and reasonable and shall constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and applicable non-bankruptcy law, including without limitation the Uniform Fraudulent Transfer Act and the Uniform Voidable Transactions Act.

5. The automatic stay imposed by section 362 of the Bankruptcy Code is modified to the extent necessary, without further order of the Court, to allow the Debtors, the Owners, the Buyers, and any other party to implement the Option Exercise, the Mortgage Assumption/Payoff, the Property Sale, and the provisions of this Order, including the rejection of the Lease. The Court shall retain jurisdiction over any disputes arising therefrom.

6. All persons and entities are hereby forever barred and enjoined from taking any action to adversely affect or interfere with (a) the Debtors' ability to sell the Property in accordance with this Order, or (b) the Buyers's use and enjoyment of the Property, provided that any party in interest with standing retains the right to appeal this Order under applicable law.

7. The Debtors are authorized and directed to execute, deliver, and perform under the any agreements reasonably necessary or desirable to consummate the Option Exercise, the Mortgage Assumption/Payoff, and the Property Sale, and to take all further actions consistent with this Order, in each case without further notice or order of the Court.

8. Upon consummation of the Property Sale (the "***Closing***"), the Property Sale pursuant to the Sale Agreement shall constitute a legal, valid, binding, and effective transfer of the Property, and shall vest the Buyers with all right, title, and interest of the Debtors in and to the Property, free and clear of all Interests, to the maximum extent permitted under section 363(f) of the Bankruptcy Code.

9. This Order shall be deemed and shall constitute, for all purposes, a full and complete general assignment, conveyance, and transfer of the Property to the Buyers and a bill of sale transferring good and marketable title to the Property to the Buyers. Each and every governmental agency and department is hereby directed to accept all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Sale Agreement.

Good Faith

10. The Option Exercise, the Mortgage Assumption/Payoff, and the Property Sale, have been undertaken by the Debtors, Owners and Buyers in good faith, without collusion, and from arm's-length bargaining positions. Accordingly, the Buyers are entitled to the protections of section 363(m) of the Bankruptcy Code.

11. The reversal or modification of this Order on appeal shall not affect the validity of the Property Sale unless this Order has been stayed pending appeal prior to the Closing.

Additional Provisions

12. Pursuant to section 365 of the Bankruptcy Code, the Lease is deemed rejected as of the Closing. The Owners agree to waive any claims against the Debtors or their estates in connection with the rejection of the Lease.

13. The proposed transactions shall not release, discharge, transfer or otherwise dispose of (a) any Causes of Action of any Debtor against any current or former directors, officers, members, partners, shareholders, managers, advisors, or other professionals of such Debtor and (b) any of the Debtors' other Causes of Action, including but not limited to all actual and/or potential claims and causes of action under Sections 502(d), 544, 545, 547, 548, 549, 550, and 553 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code or any similar actions under any other applicable law ("***Avoidance Actions***") (collectively, the "***Excluded Causes of Action***"). Notwithstanding anything to the contrary, no party that is or could be the subject of an Excluded Cause of Action shall be released under the Sale Agreement or this Order. As used herein, "Causes of Action" means any and all actions, claims, causes of action, suits, or judgments belonging to the Debtors of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or noncontingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. For the avoidance of doubt, "Causes of Action" includes: (i) any rights of setoff, counterclaim, or recoupment, and any claims for breach of contract or for breach of duties imposed by law or in equity; (ii) any and all rights to dispute, object to, compromise, or seek to recharacterize, reclassify, subordinate, or disallow claims against or

interests in the Debtors; (iii) any and all claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (iv) any and all claims or defenses, including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; (v) any and all state or foreign law fraudulent transfer or similar claims; and (vi) any Avoidance Actions.

14. The Debtors are authorized and directed to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

15. On the Closing Date, the Debtors are authorized and directed to take any actions reasonably necessary to release any and all Interests, if any, in, on, or against the Property, to the extent contemplated by this Order. This Order (a) shall be effective as a determination that, as of the Closing, all such Interests in or against the Property have been unconditionally released, discharged, and terminated, and that the transfer of the Property to the Buyers has been fully effected, and (b) shall be binding upon and shall govern the acts of all filing agents, filing officers, title agents, title companies, recorders of deeds, registrars, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by law, duty, or contract to accept, file, register, or otherwise record or release any documents or instruments or report or reflect the transfer of the Property. Each such entity is directed to accept all documents and instruments necessary and appropriate to effectuate the transactions contemplated by the Sale Agreement and this Order. All Interests of record against the Property as of the date of this Order shall be deemed stricken and removed, and all such officials and entities are directed to reflect such removal in their official records.

16. The Debtors, Owners, and the Buyers shall cooperate in good faith and take such actions and execute such documents as may be reasonably necessary to consummate the Option Exercise, the Mortgage Assumption/Payoff, and the Property Sale in accordance with this Order.

17. The provisions of this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, successors, and assigns, the Purchaser and his affiliates, successors, and assigns, and any trustee, examiner, or other fiduciary appointed in the Debtors' chapter 11 cases or any subsequent chapter 7 or chapter 11 case. To the extent there is any inconsistency between the terms of this Order and any plan of reorganization or liquidation confirmed in these cases, or any other order entered in these cases, this Order shall govern.

18. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Option Exercise, the Mortgage Assumption/Payoff, or the Property Sale.

19. The Debtors, their representatives, and any other parties having responsibilities under this Order are authorized and empowered to execute and deliver such documents and to take such other actions as are necessary or appropriate to implement, effectuate, and consummate the this Order, the Option Exercise, the Mortgage Assumption/Payoff, and the Property Sale, without further order of the Court. This Order shall constitute all approvals and consents required under applicable laws to effectuate the transactions contemplated by the Motion and this Order. No additional consents shall be required except as set forth in this Order.

20. The Court shall retain exclusive jurisdiction to interpret, implement, and enforce the provisions of this Order.

Signed: January 30, 2026

Alfredo R Pérez
United States Bankruptcy Judge