United States Bankruptcy Court
Southern District of Texas

**ENTERED**
July 20, 2026
Nathan Ochsner, Clerk

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

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| In re: | Chapter 11 |
| ALEA HOLDINGS US COMPANY, *et al.*,[1] | Case No. 26-90714 (CML) |
| Debtors. | (Jointly Administered) |

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO OPERATE AND MAINTAIN THEIR EXISTING BANK ACCOUNTS AND USE EXISTING BOOKS AND RECORDS AND PAYMENT PROCESSES; (B) CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS AND GRANTING ADMINISTRATIVE EXPENSE STATUS TO POST-PETITION INTERCOMPANY TRANSACTIONS; AND (C) PAY PREPETITION TAXES AND FEES; (II) CONFIRMING THAT THE NON-DEBTOR INSURANCE SUBSIDIARIES ARE NOT AFFECTED OR IMPAIRED BY THE CHAPTER 11 CASES; AND (III) GRANTING RELATED RELIEF**

(Related to Docket No. [▪])

Upon the motion ("Motion")[2] of Alea Holdings US Company, and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (the "Interim Order") (i) authorizing the Debtors to (a) continue to operate their cash management system and maintain the existing bank accounts, (b) continue to perform Intercompany Transactions and granting administrative expense status to post-petition Intercompany Transactions, and (c) pay prepetition Taxes and Fees, if any, as they may come due post-petition; (ii) confirming that the Debtors' Insurance Subsidiaries are not affected or impaired by these chapter 11 cases; and (iii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the

[1] The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification numbers, are: Alea Holdings US Company (6256); Alea Group Holdings (Bermuda) Ltd. (N/A); and FIN Alea LLC (7772). The Debtors' service address is 211 E. 7th Street, Suite 620, Austin, TX 78701.

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

First Day Declaration; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

**ORDERED, ADJUDGED, AND DECREED** that:

1. The Motion is GRANTED on an interim basis as set forth herein.

2. The final hearing on the Motion shall be held on 8/17 at 2 pm (prevailing Central Time) (the "Final Hearing"). Any objections or responses to entry of the proposed final order shall be filed on or before 8/10 at 5 p.m. (prevailing Central Time). In the event no objections to entry of a final order on the Motion are timely received, this Court may enter a final order without need for the Final Hearing.

3. Subject to the provisions of this Interim Order, the Debtors are authorized, but not directed, to: (a) continue using the Bank Accounts in the name and with the account number existing immediately before the Petition Date; (b) deposit funds in and withdraw funds from the Bank Accounts by all the usual means, including checks, electronic fund transfers, ACH transfers, and other debits or electronic means; and (c) treat their prepetition Bank Accounts for all purposes

as debtor in possession accounts; *provided*, such action is taken in the ordinary course of business and consistent with prepetition practices and in each case, subject to the remainder of this Order.

4. Those certain agreements existing between the Debtors and the Banks shall continue to govern the post-petition cash management relationship between the Debtors and the Banks and, subject to applicable bankruptcy or other law, all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, offset rights and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with the Banks, unless the Debtors and the Banks agree otherwise, and any other legal rights and remedies afforded to the Banks under applicable law shall be preserved, subject to applicable bankruptcy law.

5. Except as otherwise provided in this Interim Order and only to the extent funds are available in the Bank Accounts, the Banks are authorized and directed to continue to service and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay any and all checks, drafts, electronic fund transfers, and ACH transfers issued, whether before or after the Petition Date, and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

6. Notwithstanding any other provision of this Interim Order, should the Banks honor a prepetition check or other item drawn on any account that is the subject of this Order (a) at the direction of the Debtors to honor such prepetition check or item, (b) in a good faith belief that the Court has authorized such prepetition check or item to be honored, or (c) as the result of an innocent mistake made despite implementation of customary item handling procedures, the Banks shall not be deemed to be nor shall be liable to the Debtors or their estates or otherwise be in

violation of this Order. Without limiting the foregoing, the Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and the Banks shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

7. To the extent that the Debtors' Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code and any provision of the U.S. Trustee Guidelines, the Debtors shall have forty-five (45) days from the Petition Date, without prejudice to seeking an additional extension or extensions, to come into compliance with section 345(b) of the Bankruptcy Code and the U.S. Trustee Guidelines; *provided* that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the time period set forth in this paragraph by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order.

8. The Debtors are authorized, but not directed, in the ordinary course and consistent with prepetition practices, to open new bank accounts or close the Bank Accounts, and enter into any ancillary agreements, including new deposit control agreements, related to the foregoing, as the Debtors may deem necessary and appropriate; *provided* that any such new account is with a bank that is (i) insured with the FDIC and (ii) designated as an authorized depository by the U.S. Trustee. The Debtors shall provide seven (7) days' advance notice to the U.S. Trustee of the opening or closing of such account. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors after the date hereof.

9. The Debtors are authorized, but not directed, in the ordinary course and consistent with prepetition practices, to continue using, in their present form, their books and records, business forms, and payment processes.

10. The Debtors are authorized, but not directed, to continue to engage in the Intercompany Relationships and to incur and settle as necessary post-petition Intercompany Claims in the ordinary course of business. The Debtors are authorized to continue to accrue Intercompany Claims to the extent they are not settled, consistent with historical practice and the governing Intercompany Relationship, during the pendency of their chapter 11 cases.

11. All Intercompany Claims arising after the Petition Date as a result of the Intercompany Transactions (as such Intercompany Claims are necessary and confer a benefit to the Debtors' estates) shall be accorded administrative expense priority status in accordance with sections 364(a) and 503(b) of the Bankruptcy Code.

12. In connection with any Intercompany Transactions, the Debtors shall maintain accurate, current, and detailed records with respect to all transfers of cash, and the incurrence of any Intercompany Claims or obligations related to the Intercompany Relationships, so that all transactions may be readily ascertained, traced, and distinguished between prepetition and post-petition Intercompany Transactions and between Debtor and non-Debtor accounts. The Debtors shall make such records available upon request by the U.S. Trustee or any statutory committee appointed in these chapter 11 cases.

13. The Debtors shall provide a summary of all cash settlements with respect to Intercompany Transactions occurring between a Debtor and a non-Debtor affiliate in any calendar month to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases, within twenty-one (21) days of the end of such calendar month; *provided* that to the extent that no such

Intercompany Transactions are made in any calendar month, no related summary is required to be provided for such calendar month.

14. The relief granted in this Interim Order with respect to the post-petition Intercompany Transactions and the balances resulting therefrom shall not constitute a finding as to the validity, priority, or status of any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen, and the Debtors expressly reserve any and all rights with regard to the validity, priority, or status of any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen. Notwithstanding anything to the contrary in this Interim Order, nothing in this Interim Order will impact or prejudice the ability of any party (including the Debtors) to challenge, avoid, unwind, recharacterize, or assert any claim or cause of action with respect to any Intercompany Transaction.

15. Notwithstanding anything to the contrary in this Interim Order, (a) any relief granted herein, including any payment made (or to be made) and any authorization contained in this Order, shall be subject to the terms, conditions, limitations, and requirements of the interim and final orders entered by the Bankruptcy Court approving the Debtors' use of Cash Collateral in these Chapter 11 Cases and authorizing the Debtors to obtain postpetition credit and financial accommodations under the Postpetition Facility (the "Financing Orders") and (b) to the extent there is any inconsistency between the terms of the Financing Orders and any action taken or proposed to be taken under this Order, the terms of the Financing Orders shall control.

16. The Insurance Subsidiaries (SPARTA, ANAIC, and NAICC) are not debtors in these chapter 11 cases. Except for the Debtors' equity interests therein, which are property of the estate under section 541 of the Bankruptcy Code, the assets, businesses, and operations of the

Insurance Subsidiaries are not property of the Debtors' estates and shall remain subject to the exclusive regulatory oversight of their respective domiciliary insurance regulators.

17. Nothing in this Order shall (a) affect the separate corporate existence, governance, or operations of any Insurance Subsidiary; (b) impair the jurisdiction or authority of any insurance regulatory authority over any Insurance Subsidiary; or (c) cause any Insurance Subsidiary, or any of its assets, to be subject to the supervision or control of this Court or to be treated as property of the Debtors' estates.

18. Nothing in this Interim Order constitutes (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code; or (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates. Any payment made pursuant to this Order is not intended to be nor should it be construed as an admission to the validity of any claim or a waiver of the Debtors' or any party in interest's rights to subsequently dispute such claim.

19. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

20. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion under the circumstances and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

21. As soon as practicable after entry of this Interim Order, the Debtors shall serve a copy of this Interim Order on the Banks.

22. Notwithstanding the applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

23. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Interim Order.

24. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Signed: July 20, 2026

Christopher M. Lopez

Christopher Lopez
United States Bankruptcy Judge