UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION
www.flmb.uscourts.gov

IN RE:	Chapter 11 Cases
TRAJECTOR HOLDINGS, LLC,[1]	Case No. 3:26-bk-______
BENEFITS GROUP HOLDINGS, LLC,	Case No. 3:26-bk-______
TRAJECTOR MEDICAL, LLC,	Case No. 3:26-bk-______
INFINITE IP LLC,	Case No. 3:26-bk-______
PERFECT PATH, LLC,	Case No. 3:26-bk-______
TRAJECTOR ADMIN SERVICES, LLC,	Case No. 3:26-bk-______
BENEFITS INSURANCE, LLC,	Case No. 3:26-bk-______
MYLER INSURANCE SERVICES HOLDINGS, LLC,	Case No. 3:26-bk-______
ANCHORSIX SERVICES, LLC,	Case No. 3:26-bk-______
ATVANTAGE, LLC,	Case No. 3:26-bk-______
TRAJECTOR MEDIA SERVICES, LLC,	Case No. 3:26-bk-______
GLOBALTEK BPO LLC,	Case No. 3:26-bk-______
MYLER DISABILITY HOLDINGS, LLC,	Case No. 3:26-bk-______
MYLER DISABILITY, LLC,	Case No. 3:26-bk-______
ADDUCO MEDIA, LLC,	Case No. 3:26-bk-______
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BENEFITS KARMA, LLC,	Case No. 3:26-bk-______
EXECUTIVE STAFFING SOLUTIONS, PLLC,	Case No. 3:26-bk-______
AMPRY HOLDINGS, LLC,	Case No. 3:26-bk-______
CONCIERGE STAFFING SERVICE MANAGEMENT, LLC,	Case No. 3:26-bk-______
TRAJECTOR, INC.,	Case No. 3:26-bk-______
Debtors.	(Joint Administration Pending)

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DEBTORS' EMERGENCY MOTION FOR ORDER (I) AUTHORIZING THE DEBTORS (A) TO USE CASH COLLATERAL ON AN INTERIM BASIS PURSUANT TO 11 U.S.C. § 363, AND (B) TO GRANT ADEQUATE PROTECTION IN

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[1] The Debtors' mailing address is 5950 NW 1st Place, Suite 200, Gainesville, FL 32607. The last four digits of each Debtor's federal tax identification number are: (i) Trajector Holdings, LLC (7528); (ii) Benefits Group Holdings, LLC (2029); (iii) Trajector Medical, LLC (5243); (iv) Infinite IP LLC (3723); (v) Perfect Path, LLC (3494); (vi) Trajector Admin Services, LLC (2231); (vii) Benefits Insurance, LLC (9835); (viii) Myler Insurance Services Holdings, LLC (3606); (ix) AnchorSix Services, LLC (5009); (x) Atvantage, LLC (7384); (xi) Trajector Media Services, LLC (7509); (xii) Globaltek BPO LLC (1684); (xiii) Myler Disability Holdings, LLC (9924); (xiv) Myler Disability, LLC (0845); (xv) Adduco Media, LLC (0257); (xvi) Trajector Disability, LLC (5136); (xvii) Contact Center 1, LLC (2329); (xviii) Benefits Karma, LLC (1850); (xix) Executive Staffing Solutions, PLLC (1841); (xx) Ampry Holdings, LLC (2323); (xxi) Concierge Staffing Service Management, LLC (2814); and (xxii) Trajector, Inc. (2128).

CONNECTION THEREWITH PURSUANT TO 11 U.S.C. §§ 361, 363, AND 507; AND (II) SCHEDULING A FINAL HEARING UNDER BANKRUPTCY RULE 4001

(Emergency Hearing Requested)

Basis for Requested Emergency Relief

> The Debtors seek to continue to operate their businesses in the ordinary course, to preserve the value of the estates, to preserve jobs and to facilitate their reorganization. Without the immediate authorization to use Cash Collateral, the Debtors will not be able to meet payroll and other obligations necessary for their day-to-day operations. The Debtors respectfully request that the Court conduct a hearing on this Motion within three business days of the Petition Date consistent with Local Rule 2081-1(g)(1), as the Debtors believe that a hearing on this Motion is needed as soon as possible in order for them to continue to operate.

The above-captioned debtors and debtors-in-possession (each a "Debtor" and, collectively, the "Debtors"), by and through the undersigned proposed attorneys, hereby file this emergency motion (the "Motion") requesting this Court to enter an interim order (the "Interim Order") and final order (the "Final Order", together with the Interim Order, the "Cash Collateral Orders"), pursuant to sections 105, 361, 362, 363, and 507(b) of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), Rule 4001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 2081-1(g)(1) of the Local Rules of United States Bankruptcy Court for the Middle District of Florida (the "Local Rules"), (i) authorizing the Debtors (a) to use Cash Collateral on an interim basis, (b) to provide adequate protection therewith, and (ii) scheduling an emergency interim hearing and final hearing on the Motion. In support of this Motion, the Debtors rely upon the *Declaration of Mark C. Healy in Support of Chapter 11 Petitions and First Day Relief* (the "First Day Declaration") filed on the Petition Date (as defined below), and respectfully state as follows:

Jurisdiction and Venue

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A).

2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief requested herein are sections 105, 361, 362 363 and 507(b) of the Bankruptcy Code, Bankruptcy Rule 4001(b), and Local Rule 2081-1(g)(1).

Disclosures Under Bankruptcy Rules and Local Rules

4. The following disclosures are provided in conformance with the requirements of Bankruptcy Rule 4001(b), and Local Rule 2081-1(g)(1):

a. Cash Collateral: Any collateral constituting "Cash Collateral," as such term is defined in section 363 of the Bankruptcy Code.

b. Party With an Interest in Cash Collateral: Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent ("DBNY") and the Lenders (each as defined below) are the only entities that may have an interest in Cash Collateral. DBNY asserts a first priority security interest in and continuing lien on substantially all of the Debtor Grantors'(as defined below) assets (subject to certain customary exclusions for excluded assets), including accounts, chattel paper, documents, general intangibles, goods (including inventory and equipment), instruments, intellectual property and intellectual property licenses, investment related property (including deposit accounts and securities accounts), letters of credit rights, money, receivables, pledged equity interests, and pledged debt, together with all proceeds thereof. DBNY also asserts a security interest in certain of the Debtors' deposit accounts which is perfected by control pursuant to deposit account control agreements.

c. Proposed Use of Cash Collateral: The Debtors propose to use Cash Collateral for working capital purposes, including but not limited to, operating the Debtors' businesses, paying wages, purchasing supplies, paying vendors, and such use shall be limited to the payment of such amounts and for such items set forth in the operating budget attached hereto as **Exhibit B** (the "Budget"); provided, however, that the Debtors' compliance with the Budget shall be subject to an aggregate deviation of no more than 10% each week, which the Debtors may exceed with the written consent of DBNY or Court approval. The Budget sets forth the projected cash flow of the Debtors for the time period for which the use of Cash Collateral is sought.

a. Termination Date: The Debtors will continue to use their cash on hand and any cash generated from the operation of their businesses until such time as the Lenders are either paid in full, a Chapter 11 plan is confirmed, the cases are dismissed, or further order of the Court.

b. Adequate Protection: As adequate protection for the Debtors' use of Cash Collateral, Lenders shall receive, subject to the approval of this Court, effective as of the commencement of the Debtors' Chapter 11 Cases (as defined below), adequate protection for the use of Cash Collateral in accordance with sections 361(2) and 363(e) of the Bankruptcy Code, in the form of a replacement lien on and in all property of the Grantors acquired or generated after the Petition Date, but solely to the same extent and priority, and of the same kind and nature, as the property of the Grantors securing the prepetition obligations to the Lenders under the Credit Agreement (as defined below). No additional liens, other than the replacement lien, will be provided to the Lenders.

c. Cash Collateral Order: The proposed form of Interim Order is attached as **Exhibit A**.

Background

5. On the date hereof (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases").

6. The Debtors are operating their businesses and managing their affairs as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. For a detailed description of the Debtors and their operations, the Debtors respectfully refer the Court and parties in interest to the First Day Declaration.

Description of Prepetition Secured Indebtedness

8. On April 14, 2021, Benefits Group Holdings, LLC ("Benefits Group Holdings"), Trajector Holdings, LLC ("Trajector Holdings"), certain subsidiaries as Guarantor Subsidiaries,[2] the lenders from time to time party thereto (the "Lenders"), and DBNY, as administrative agent (in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, the "Collateral Agent"), entered into that certain Credit and Guaranty Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"),

[2] Each of the Guarantor Subsidiaries are Debtors, consisting of the following entities: Adduco Media, LLC, AnchorSix Services, LLC, Atvantage, LLC, Benefits Insurance, LLC, Contact Center 1, LLC, Myler Disability, LLC, Myler Disability Holdings, LLC, Myler Insurance Services Holdings, LLC, Perfect Path, LLC, Trajector Admin Services LLC, Trajector Disability, LLC, Trajector Media Services, LLC, and Trajector Medical, LLC.

providing for a senior secured term loan facility (the "Deutsche Bank Credit Facility"). The Lenders include Regions Bank, Siemens Financial Services, Inc., and Stifel Bank & Trust.

9. Pursuant to the Credit Agreement, the Lenders made initial term loans in an aggregate principal amount of $75,000,000 (the "Initial Term Loans"), the proceeds of which were used, among other things, to repay certain existing indebtedness of the Debtors' predecessor group and to pay related transaction costs. Regions Bank later made incremental term loans in an aggregate principal amount of $20,000,000 (the "Incremental Term Loans," and together with the Initial Term Loans, the "Term Loans").

10. The Credit Agreement has been amended on several occasions since 2021. Most recently, Benefits Group Holdings, Trajector Holdings, the Guarantor Subsidiaries, and the Lenders entered into the Seventh Amendment to the Credit Agreement, dated as of June 3, 2026 (the "Seventh Amendment"), pursuant to which, among other things, the Lenders agreed to extend the stated maturity of the Term Loans and the parties modified certain financial and reporting covenants. As amended by the Seventh Amendment, the stated maturity date of the Term Loans is July 28, 2026.

11. The obligations under the Credit Agreement are unconditionally guaranteed, on a joint and several basis, by Trajector Holdings and by each of the Guarantor Subsidiaries party thereto.[3]

12. DBNY, as Collateral Agent, asserts that the obligations under the Credit Agreement are secured pursuant to that certain Pledge and Security Agreement, dated as of April 14, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the

[3] The obligors under the Credit Agreement are: Trajector Holdings, Benefits Group Holdings, Adduco Media, LLC, AnchorSix Services, LLC, Atvantage, LLC, Benefits Insurance, LLC, Contact Center 1, LLC, Myler Disability, LLC, Myler Disability Holdings, LLC, Myler Insurance Services Holdings, LLC, Perfect Path, LLC, Trajector Admin Services LLC, Trajector Disability, LLC, Trajector Media Services, LLC, and Trajector Medical, LLC.

"Pledge and Security Agreement"), by and among Trajector Holdings, Benefits Group Holdings, the other grantors party thereto (collectively, the "Grantors"), and DBNY, as Collateral Agent. Pursuant to the Pledge and Security Agreement, DBNY, as Collateral Agent, asserts a security interest in and continuing lien on substantially all of the Grantors' personal property (subject to certain customary exclusions for excluded assets), including accounts, chattel paper, documents, general intangibles, goods (including inventory and equipment), instruments, intellectual property and intellectual property licenses, investment related property (including deposit accounts and securities accounts), letter of credit rights, money, receivables, pledged equity interests, and pledged debt, together with all proceeds thereof. The Collateral Agent also asserts a security interest in certain of the Debtors' deposit accounts which is perfected by control pursuant to deposit account control agreements.

13. As of the Petition Date, the aggregate outstanding principal balance under the Deutsche Bank Credit Facility was approximately $62.9 million, together with accrued and unpaid interest, fees, and other amounts payable thereunder.

14. Given the circumstances described in the First Day Declaration, the Debtors commenced these Chapter 11 Cases to stabilize the Debtors' businesses and implement a value-maximizing restructuring for the benefit of the Debtors' estates and stakeholders in accordance with the Bankruptcy Code. The Debtors also seek to continue to provide employment to their employees, to maintain their relationships with the contract counterparties and vendors essential to their operations, and to maximize the value of their enterprise for the benefit of their creditors.

Cash Collateral

15. The Cash Collateral proposed to be used by the Debtors may include cash-on-hand and cash to be generated from the continued operations of the Debtors' businesses, including the collection of accounts receivable. The Debtors believe that the cash may constitute "Cash Collateral" as that term is defined in the Bankruptcy Code. *See* 11 U.S.C. § 363(a). As set forth in section 363(a), Cash Collateral includes:

> cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents whenever acquired in which the estate and an entity other than the estate have an interest and includes the proceeds, products, offspring, rents, or profits of property and the fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties subject to a security interest as provided in section 552(b) of this title, whether existing before or after the commencement of a case under this title.

11 U.S.C. § 363(a).

16. Through this Motion, and in an abundance of caution, the Debtors seek to utilize Cash Collateral in order to maintain their businesses. The Debtors' request for use of Cash Collateral is meant to cover their essential expenses contained in the Budget, and to ensure successful operations to allow the Debtors to propose a plan of reorganization. Those expenses include payment of wages, purchasing supplies, paying vendors, and other necessary expenses of operating the Debtors' businesses.

17. Unless authorized to use the cash generated in the ordinary course of business, the Debtors will be unable to operate.

18. As adequate protection for the use of Cash Collateral, the Debtors who are Grantors under the Pledge and Security Agreement shall, with the Court's permission, grant the Lenders, effective as of the commencement of the Debtors' Chapter 11 Cases, a replacement lien to, on, and in all property of the Grantors acquired or generated after the Petition Date, but solely

to the same extent and priority, and of the same kind and nature, as the property of the Grantors securing the prepetition obligations to the Lenders under the Credit Agreement and related documents.

19. The filing of this Motion does not constitute an admission by the Debtors that DBNY or the Lenders hold valid liens on the Debtors' cash or cash equivalents or any other assets. The Debtors reserve the right to contest the validity, priority, extent of the alleged liens of DBNY or the Lenders.

Request for Preliminary Hearing to Consider Granting
Interim Order Authorizing Debtors to Use Cash Collateral

20. Pursuant to Bankruptcy Rule 4001(b)(2), a final hearing on a motion to use Cash Collateral may not be commenced earlier than 14 days after service of such motion. Upon request, however, the Court is empowered to conduct a preliminary expedited hearing on the motion and authorize the use of cash collateral to the extent "necessary to avoid immediate and irreparable harm to the estate pending a final hearing." Fed. R. Bankr. P. 4001(b)(2) & (c)(2). It is essential to the continued operation of the Debtors' businesses that they be authorized by this Court to use Cash Collateral as set forth in the Interim Order pending the final hearing on the Motion. Unless this Motion is approved on an interim basis, the Debtors will have difficulty paying their employees and satisfying their other obligations, which would have a devastating effect on the Debtors' operations, which is already challenged due to the circumstances described in the First Day Declaration. Thus, funds are urgently needed to meet all of the Debtors' working capital and other liquidity needs. In the absence of immediate relief, the Debtors' attempts to continue their business in the ordinary course will be immediately and irreparably jeopardized.

21. Such interim relief is essential to enable the Debtors to fulfill their existing obligations, as specifically detailed in the Budget. These sums will be required to pay employees, and other operating expenses that are the very minimum necessary for the Debtors to continue as a going concern for the benefit of all of their creditor constituencies, including the Lenders. Accordingly, the Debtors respectfully request approval of the Motion, pending a final hearing on the Motion, on an emergency interim basis, on the terms and subject to the conditions set forth in the Interim Order and Budget, or on such other terms that the Court may deem appropriate.

<u>Argument and Citation of Authority</u>

22. Bankruptcy Code section 363(c)(2), which governs the post-petition use of cash collateral by a debtor in possession, provides as follows:

> (2) The trustee may not use, sell, or lease cash collateral under paragraph (1) of this subsection unless —
>
> (A) each entity that has an interest in such cash collateral consents; or
>
> (B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section.

11 U.S.C. § 363(c)(2)(A), (B).

23. The Debtors seek authorization to use Cash Collateral pursuant to 11 U.S.C. § 363(c)(2)(B). The Cash Collateral proposed to be used by the Debtors may include cash-on-hand and cash to be generated from the continued operations of the Debtors' businesses, including the collection of accounts receivable. If the Debtors are unable to use Cash Collateral or obtain such additional liquidity, they will not be able to meet essential obligations thereby forcing a shutdown of their operations. Accordingly, the Debtors and their creditors face a

substantial risk of immediate and irreparable harm if the relief sought herein is not permitted on an interim as well as final basis.

24. Section 361 of the Bankruptcy Code delineates the forms of adequate protection, which include periodic cash payments, additional liens, replacement liens and other forms of relief. 11 U.S.C. § 361(1)-(3). What constitutes adequate protection must be decided on a case-by-case basis. *See MBank Dallas, N.A. v. O'Connor (In re O'Connor)*, 808 F.2d 1393, 1396-12397 (10th Cir. 1987); *Martin v. U.S. (In re Martin),* 761 F.2d 472, 474 (8th Cir. 1985); *In re Shaw Indus., Inc.*, 300 B.R. 861, 865 (Bankr. W.D. Pa. 2003).

25. The focus of the adequate protection requirement is to protect a secured creditor from diminution in the value of its interest in the particular collateral during the period of use. *See In re Swedeland Dev. Group, Inc.*, 16 F.3d 552, 564 (3d Cir. 1994) ("[t]he whole purpose of adequate protection for a creditor is to ensure that the creditor receives the value of which he bargained prebankruptcy") (internal citations omitted); *see also In re Carbone Cos., Inc.*, 395 B.R. 631, 635 (Bankr. N.D. Ohio 2008) ("[t]he test is whether the secured party's interest is protected from diminution or decrease as a result of the proposed use of Cash Collateral"). It is well-established that bankruptcy courts grant the use of Cash Collateral in order to preserve or enhance a debtor's ability to remain a going-concern. *In re George Ruggiere Chrysler-Plymouth, Inc.*, 727 F.2d 1017, 1019 (11th Cir. 1984).

26. In exchange for the use of Cash Collateral and other transactions contemplated hereby, the Debtors who are Grantors under the Pledge and Security Agreement, propose granting Lenders a valid, perfected and enforceable replacement lien to, on and in all property of the Grantors acquired or generated after the Petition Date, but solely to the same extent and

priority, and of the same kind and nature, as the property of the Grantors securing the prepetition obligations to the Lenders under the Credit Agreement and related documents.

27. The Debtors request that the replacement lien granted to the Lenders pursuant to the terms of the Interim Order, be at all times subject and junior to the following: (a) all unpaid compensation and reimbursement of expenses of professionals (including any unpaid holdback amounts) retained by the Debtors' estates, or any official committee appointed in the Debtors' cases under the Bankruptcy Code (collectively, the "Professionals"), accrued or incurred on or before the earlier of entry of an order terminating the Debtors' use of Cash Collateral (the "Termination Date") that are allowed and payable under 11 U.S.C. §§ 330 and 331 and/or any orders of the Court, regardless of whether allowed before such Termination Date; (b) compensation and reimbursement of expenses of Professionals accrued or incurred after the Termination Date in connection with the wind-down of the Debtors' Chapter 11 Cases and conversion to chapter 7 cases, if the cases are converted to chapter 7 cases either voluntarily or involuntarily; (c) all unpaid fees due to the Office of the United States Trustee pursuant to 28 U.S.C. § 1930; and (d) all unpaid fees required to be paid to the Clerk of the Bankruptcy Court. The Debtors further request that, on a weekly basis, the Debtors be allowed to fund a reserve (the "Carve-Out Reserve") from cash on hand into a segregated escrow account (the "Funded Reserve Account") held by Berger Singerman LLP in trust for the benefit of Professionals in an amount equal to the sum of the aggregate unpaid amount of the total budgeted weekly fees of Professionals for the current week set forth in the Approved Budget. Funds transferred to the Funded Reserve Account shall not be subject to any liens or claims granted to DBNY herein or any liens or claims granted as adequate protection, and shall not constitute Cash Collateral or assets of the Debtors' Estates; provided that, notwithstanding anything to the contrary herein, the

Replacement Lien shall include DBNY and the Lenders' reversionary interest in funds held in the Funded Reserve Account, if any, after all allowed Professional fees are satisfied in full.

28. For the avoidance of any doubt, the Lenders shall not be granted a lien on or against any claims or causes of action arising under sections 542 through 550 of the Bankruptcy Code (collectively, the "Avoidance Actions") or on or against any proceeds of the Avoidance Actions.

29. The Debtors submit that the foregoing protections, and the fact that the use of Cash Collateral will enable the Debtors to preserve value by continuing to operate in the ordinary course of business should adequately protect the Lenders from any diminution in the value of any interests in its prepetition collateral, including any Cash Collateral.

30. Notice of this motion was served, in compliance with Federal Rule of Bankruptcy Procedure 4001(b), upon DBNY and its counsel, the Office of the United States Trustee, the Internal Revenue Service, and the persons and/or entities identified in the consolidated list of 30 largest unsecured creditors of the Debtors, as no unsecured creditors' committee has been appointed.

31. A proposed order authorizing the Debtors' use of Cash Collateral pending a final hearing is attached hereto as **Exhibit A**. Not later than 2 days before a final hearing on the Motion, the Debtors will file with the Court a proposed final order authorizing their use of Cash Collateral for an indefinite period.

WHEREFORE, the Debtors respectfully request that the Court enter an Order: (i) authorizing the Debtors' use of Cash Collateral on an interim basis as set forth herein; (ii) setting an emergency interim hearing and final hearing to authorize the Debtors' use of Cash Collateral as set forth herein; and (iii) granting the Debtors such other and further relief as may be proper and just.

Dated: July 23, 2026

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Proposed Counsel for the Debtors and Debtors-in-Possession

EXHIBIT A
PROPOSED INTERIM ORDER

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INTERIM ORDER (I) AUTHORIZING THE DEBTORS (A) TO USE CASH COLLATERAL ON AN INTERIM BASIS PURSUANT TO 11 U.S.C. § 363, AND (B) TO GRANT ADEQUATE PROTECTION IN CONNECTION THEREWITH PURSUANT TO 11 U.S.C. §§ 361, 363 AND 507, AND (II) SCHEDULING A FINAL HEARING UNDER BANKRUPTCY RULE 4001

THIS CASE came before the Court for hearing on ____________________, 2026, at ______, in Jacksonville, Florida (the "Hearing") upon the *Debtors' Emergency Motion for Order (I) Authorizing the Debtors (A) to Use Cash Collateral on an Interim Basis Pursuant to 11 U.S.C. § 363, and (B) to Grant Adequate Protection in Connection Therewith Pursuant to 11 U.S.C. §§ 361, 363 and 507, and (II) Scheduling a Final Hearing Under Bankruptcy Rule 4001* [Doc. No. ____] (the "Motion"), filed by the above captioned debtors and debtors-in-possession (the "Debtors"), seeking the entry of interim and final orders under sections 105, 361, 362, 363 and 507(b) of the Bankruptcy Code, Bankruptcy Rule 4001, and Local Rule 2081-1(g)(1), authorizing the use of Cash Collateral, granting adequate protection, and scheduling an emergency hearing and final hearing in connection therewith, as more fully set forth in the Motion; and a hearing on the Motion having been held; and notice of the Motion having been given; and it appearing from the record before the Court and after due deliberation that sufficient cause exists for the entry of this Interim Order, the Court makes the following findings and enters its Interim Order, all as set forth below;

A. **Commencement of the Cases**. On July 23, 2026 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

B. **Jurisdiction and Venue**. This Court has subject matter jurisdiction over these cases pursuant to 28 U.S.C. §§ 157(b) and 1334. This Motion is a core proceeding under 28 U.S.C. § 157(b)(2)(A). Venue is proper in this Court under 28 U.S.C. §§ 1408 and 1409.

C. **Notice**. The Debtors provided good and adequate notice of the hearing to consider granting the Debtors' interim authority to use Cash Collateral. The requisite notice of the Motion and the relief requested thereby and of this Interim Order satisfies Bankruptcy Rule 4001(b), and no other notice need be provided for entry of this Interim Order.

D. **Prepetition Indebtedness Asserted by Lenders and Security Therefor**. The Lenders[2] assert that as of the Petition Date: (i) they are owed the principal amount of approximately $ 62.9 million, plus interest, costs and attorneys' fees (the "Indebtedness"); and (ii) repayment of the Indebtedness is secured by a security interest in substantially all of the Grantors' assets, including Cash Collateral.

E. **Property of the Estates**. The Cash Collateral constitutes property of the Debtors' estates.

F. **Cause**. Pursuant to Bankruptcy Rule 4001(b)(2), the Debtors requested the immediate entry of this Interim Order. The entry of this Interim Order will avoid immediate and irreparable harm to the Debtors' estates, and is in the best interest of the Debtors, their estates and creditors. Furthermore, the Court finds that there is a reasonable likelihood that the Debtors will prevail at the final hearing on the Motion.

THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** on an interim basis, as set forth in this Interim Order.

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[2] Any term not explicitly defined herein shall have the meaning ascribed to it in the Motion.

2. The Debtors are authorized to use Cash Collateral to fund the ongoing operations itemized on the Budget (subject to a ten percent variance for each week in the aggregate) attached hereto as **Exhibit 1** for the period commencing on the Petition Date and ending at the earliest of: (i) the end of the business day on which the final hearing on the Motion is scheduled (which is set forth at the end of this Interim Order); (ii) the date on which this Interim Order is stayed or of no further force and effect; or (iii) the date on which the Court determines the Debtors are in material breach of the provisions of this Interim Order.

3. In connection with the Debtors' proposed use of Cash Collateral and in order to provide the Lenders with adequate protection for the diminution, if any, in the value of their interest in the collateral, including Cash Collateral, resulting from the Debtors' use thereof (the "Diminution"), effective as of the Petition Date pending a final hearing, DBNY and the Lenders shall have adequate protection in the form of a replacement lien pursuant to 11 U.S.C. § 361(2) on and in all property of the Grantors acquired or generated after the Petition Date, but solely to the same extent and priority, and of the same kind and nature, as the property of the Grantors securing the prepetition obligations to DBNY and the Lenders under the Credit Agreement (the "Replacement Lien"), which Replacement Lien shall secure solely such use and Diminution.

4. The Replacement Lien granted to DBNY and the Lenders pursuant to this Interim Order, shall be at all times subject and junior to: (a) all unpaid compensation and reimbursement of expenses of professionals (including any unpaid holdback amounts) retained by the Debtors' estates, or any official committee appointed in the Debtors' cases under the Bankruptcy Code (collectively, the "Professionals") accrued or incurred on or before the earlier of entry of an order terminating the Debtors' use of Cash Collateral (the "Termination Date") that are allowed and payable under 11 U.S.C. §§ 330 and 331 and/or any orders of the Court, regardless of whether allowed before such Termination Date; (b) compensation and reimbursement of expenses of

Professionals accrued or incurred after the Termination Date in connection with the wind-down of the Debtors' Chapter 11 Cases and conversion to chapter 7 cases, if the cases are converted to chapter 7 cases either voluntarily or involuntarily; (c) all unpaid fees due to the Office of the United States Trustee pursuant to 28 U.S.C. § 1930; and (d) all unpaid fees required to be paid to the Clerk of the Bankruptcy Court.

5. The Replacement Lien shall survive termination or expiration of this Interim Order, and no filing or recordation or other act is necessary to grant or perfect such lien.

6. For the avoidance of doubt, DBNY and the Lenders shall not be granted a lien on any claims or causes of action arising under sections 542 through 550 of the Bankruptcy Code (collectively, the "Avoidance Actions") or on or against any proceeds of the Avoidance Actions.

7. On a weekly basis, the Debtors shall fund a reserve (the "Carve-Out Reserve") from cash on hand into a segregated escrow account (the "Funded Reserve Account") held by Berger Singerman LLP in trust for the benefit of Professionals in an amount equal to the sum of the aggregate unpaid amount of the total budgeted weekly fees of Professionals for the current week set forth in the Approved Budget. Funds transferred to the Funded Reserve Account shall not be subject to any liens or claims granted to DBNY or the Lenders herein or any liens or claims granted as adequate protection, and shall not constitute Cash Collateral or assets of the Debtors' estates; provided that, notwithstanding anything to the contrary herein, the Replacement Lien shall include DBNY and the Lenders' reversionary interest in funds held in the Funded Reserve Account, if any, after all allowed Professional fees are satisfied in full.

8. The Debtors shall, within three (3) business days after the entry of this Interim Order, serve by Regular U.S. Mail, postage prepaid, a copy of this Interim Order upon: (i) parties having been given notice of the Hearing on the Motion for interim use of cash collateral; (ii) any other party that has filed a request for special notice with this Court and served such request

upon the Debtors' counsel; (iii) counsel to DBNY; (iv) counsel for any official committee; and (v) the Office of the United States Trustee. Any party in interest objecting to the entry of a Final Order on the Motion shall file written objections with the United States Bankruptcy Court Clerk for the Middle District of Florida no later than three (3) business days before the final hearing on the Motion or such earlier time as may be ordered by the Court.

9. Nothing in this Interim Order shall constitute an adjudication of the validity, priority or extent of DBNY's or the Lenders' liens, or the amount of their claims, and all rights, claims and defenses with respect thereto are expressly preserved for the Debtors and any official committee that may be appointed in these Chapter 11 Cases.

10. To the extent that this Interim Order constitutes findings of fact and conclusions of law, they will take effect and be fully enforceable effective as of the Petition Date upon the entry thereof.

11. To the extent that any provision of this Interim Order conflicts with any provision of the Motion, this Interim Order shall control.

12. The notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a).

13. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

15. The Court shall conduct a final hearing on the Motion on **_______________, 2026 at _______________ a.m./p.m., Bryan Simpson United States Courthouse, 300 North Hogan Street, Courtroom 4C, 4th Floor, Jacksonville, FL 32202.**

16. The Court retains jurisdiction to hear and determine all matters arising from or relating to the interpretation or implementation of this Interim Order.

# # #

(Attorney Edward J. Peterson is directed to serve a copy of this order on interested parties who do not receive service by CM/ECF and file a proof of service within three days of entry of the order.)

EXHIBIT 1
(Budget)

	WE 7/30	WE 8/6	WE 8/13	WE 8/20
Inflow				
Revenue	2,384,148	2,781,545	2,383,355	2,040,355
Other				
Total Inflows	2,384,148	2,781,545	2,383,355	2,040,355
Outflow				
Payroll		1,542,564		1,542,564
Marketing	180,000	180,000	180,000	180,000
Other Operating Expenses				
Acquired Evidence Total	50,000	-	50,000	-
Bank & Merchant Fee Total	47,300	-	47,300	-
Insurance Exp Total	6,200	-	6,200	-
Occupancy Expenses Total	163,700	-	163,700	-
Office Expenses Total	32,300	-	32,300	-
Dues, Subscription, and IT Expense Total	497,900	-	497,900	-
Travel & Meals & Entertainment Total	8,400	-	8,400	-
Transaction and Financing Fees Total	75,700	-	75,700	-
BREX Credit Card Total	-	250,000	-	-
Intercompany Expenses (GBTK & TI) Total	582,000	-	582,000	-
Bankruptcy & Other Related Expenses				
Professional Fees:				
CRO/Financial Advisor	75,000	75,000	50,000	50,000
Berger Singerman	100,000	100,000	100,000	100,000
Carlton Fields	35,000	35,000	35,000	35,000
Richards, Layton, & Finger	40,000	30,000	30,000	30,000
Verita	60,000	80,000	65,000	52,000
US Trustee Fees	-	-	-	-
James Moore Tax Preparation	-	-	100,000	-
Total Outflows	1,953,500	2,292,564	2,023,500	1,989,564
Weekly Change	430,648	488,980	359,855	50,791
Opening Balance	3,261,000	3,691,648	4,180,629	4,540,484
Weekly Change	430,648	488,980	359,855	50,791
Ending Balance	**3,691,648**	**4,180,629**	**4,540,484**	**4,591,275**

EXHIBIT B
OPERATING BUDGET

	WE 7/30	WE 8/6	WE 8/13	WE 8/20
Inflow				
Revenue	2,384,148	2,781,545	2,383,355	2,040,355
Other				
Total Inflows	2,384,148	2,781,545	2,383,355	2,040,355
Outflow				
Payroll		1,542,564		1,542,564
Marketing	180,000	180,000	180,000	180,000
Other Operating Expenses				
Acquired Evidence Total	50,000	-	50,000	-
Bank & Merchant Fee Total	47,300	-	47,300	-
Insurance Exp Total	6,200	-	6,200	-
Occupancy Expenses Total	163,700	-	163,700	-
Office Expenses Total	32,300	-	32,300	-
Dues, Subscription, and IT Expense Total	497,900	-	497,900	-
Travel & Meals & Entertainment Total	8,400	-	8,400	-
Transaction and Financing Fees Total	75,700	-	75,700	-
BREX Credit Card Total	-	250,000	-	-
Intercompany Expenses (GBTK & TI) Total	582,000	-	582,000	-
Bankruptcy & Other Related Expenses				
Professional Fees:				
CRO/Financial Advisor	75,000	75,000	50,000	50,000
Berger Singerman	100,000	100,000	100,000	100,000
Carlton Fields	35,000	35,000	35,000	35,000
Richards, Layton, & Finger	40,000	30,000	30,000	30,000
Verita	60,000	80,000	65,000	52,000
US Trustee Fees	-	-	-	-
James Moore Tax Preparation	-	-	100,000	-
Total Outflows	1,953,500	2,292,564	2,023,500	1,989,564
Weekly Change	430,648	488,980	359,855	50,791
Opening Balance	3,261,000	3,691,648	4,180,629	4,540,484
Weekly Change	430,648	488,980	359,855	50,791
Ending Balance	**3,691,648**	**4,180,629**	**4,540,484**	**4,591,275**