ORDERED in the Southern District of Florida on June 17, 2026.

Scott M. Grossman, Chief Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
Fort Lauderdale Division
www.flsb.uscourts.gov

In re: **Case No.: 26-17303-SMG**

DURANTE EQUIPMENT, LLC **Chapter 11**

Debtor.
______________________________________/

ORDER GRANTING DEBTOR-IN-POSSESSION'S EMERGENCY MOTION FOR ENTRY OF AN ORDER (1) AUTHORIZING USE OF CASH COLLATERAL; (2) GRANTING ADEQUATE PROTECTION; AND (3) SCHEDULING A FINAL HEARING

THIS CAUSE came before the Court on June 10, 2026 at 2:30 p.m. on the Debtor-in-Possession's Emergency Motion for Entry of an Order (1) Authorizing Use of Cash Collateral; (2) Granting Adequate Protection; and (3) Scheduling a Final Hearing [ECF No. 12] (the "**Motion**"). The Court, has reviewed the Motion, the proposed budget attached to the Motion as Exhibit "C" (the "**Budget**") and the Declaration of John E. Durante [ECF No. 8], has heard the proffers and argument of counsel, and being otherwise fully advised in the premises, finds that (i) the Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding under 28 U.S.C. § 157(b)(2); (iii) venue is proper under 28 U.S.C. §§ 1408 and 1409; (iv) notice of the

Motion and the relief requested herein is adequate and appropriate under the circumstances; (v) the Debtor has demonstrated that immediate and irreparable harm would result without authority to use Cash Collateral on an emergency basis; (vi) entry of this Order is in the best interests of the Debtor, its estate, and its creditors; and (vii) good and sufficient cause exists for the relief granted herein. Accordingly, it is

ORDERED and ADJUDGED as follows:

1. The Motion is GRANTED on the terms set forth in this Order.

2. **Authority to Use Cash Collateral; Budget; Permitted Variance.** The Debtor is authorized, pursuant to 11 U.S.C. § 363(c)(2), to use Cash Collateral (as defined in 11 U.S.C. § 363(a)) in the ordinary course of its business, effective as of the Petition Date and continuing through the date set for the Final Hearing or such later date as the Court may order, in accordance with the Budget. The Debtor may exceed the line items of the Budget only as follows: (a) up to five percent (5%) per line item; and (b) up to ten percent (10%) in the aggregate of the total Budget.

3. **Adequate Protection - Replacement Liens.** As adequate protection under 11 U.S.C. §§ 361 and 363(e) for the Debtor's use of Cash Collateral, each of the Secured Lenders (each, a "**Secured Lender**" and collectively, the "**Secured Lenders**") is hereby granted a continuing post-petition replacement lien (each a "**Replacement Lien**") on all property of the Debtor and its estate, whether now owned or hereafter acquired (collectively, the "**Post-Petition Collateral**"), of the same kind, character, validity, and priority as the Secured Lender's respective pre-petition liens, but only to the extent of any post-petition diminution in the value of such Secured Lender's interest in its pre-petition collateral resulting from the Debtor's use of Cash Collateral. The Replacement Liens shall not extend to (a) the proceeds of any avoidance action arising under chapter 5 of the Bankruptcy Code; or (b) the Carve-Out (as defined below).

4. **Adequate Protection -Superpriority Claims.** To the extent that the Replacement Liens prove insufficient to compensate for any diminution in value of a Secured Lender's interest in the Cash Collateral, each Secured Lender shall have an allowed superpriority administrative-expense claim against the Debtor's estate pursuant to 11 U.S.C. § 507(b), having priority over all other administrative-expense claims (the "**Superpriority Claims**"), subject in each case to the Carve-Out. The Superpriority Claims shall not extend to the proceeds of any avoidance action arising under chapter 5 of the Bankruptcy Code.

5. **Automatic Perfection.** The Replacement Liens granted herein shall be valid, binding, enforceable, and automatically perfected upon entry of this Order, without the necessity of filing or recording any financing statement, mortgage, or other instrument otherwise required under non-bankruptcy law. Each Secured Lender is authorized (but not required) to file or record any such instruments as it may deem advisable, and the Debtor shall cooperate in their preparation and execution.

6. **Insurance.** The Debtor shall maintain insurance covering its property and operations in accordance with the obligations under the loan, security, and indemnity documents with the Secured Lenders. The Debtor shall name each Secured Lender as loss payee and/or additional insured to the extent required by such documents and shall provide the Secured Lenders with proof of coverage upon request.

7. **Events of Default; Termination.** An "**Event of Default**" shall occur upon (a) any material breach by the Debtor of this Order, including without limitation any unauthorized variance from the Budget; (b) the appointment of a chapter 11 trustee or examiner with expanded powers; (c) the conversion of this case to a case under chapter 7; or (d) the dismissal of this case. Upon the occurrence of an Event of Default, the Debtor's authority to use Cash Collateral under this Order shall terminate upon three (3) business days' written notice from any Secured Lender

to the Debtor, the Office of the United States Trustee, and any official committee, during which period the Debtor may seek emergency relief from this Court.

8. **Carve-Out.** The Replacement Liens and Superpriority Claims granted under this Order shall be subject and subordinate to a carve-out (the "**Carve-Out**") for unpaid statutory fees of the United States Trustee under 28 U.S.C. § 1930 and any interest thereon.

9. **Reservation of Rights of Secured Lenders.** The Secured Lenders are reserved all rights, including the right to (a) request additional or different adequate protection, (b) move for relief from the automatic stay, (c) object to the use of Cash Collateral on a final basis, and (d) seek any other relief available under the Bankruptcy Code or applicable non-bankruptcy law. Nothing in this Order shall constitute a waiver of, or otherwise impair, any of the Secured Lenders' rights or remedies.

10. **Preservation of 11 U.S.C. § 506(c).** Nothing in this Order shall be deemed a waiver by the Debtor or its estate of any rights to surcharge a Secured Lender's collateral for the reasonable, necessary costs and expenses of preserving or disposing of such collateral under 11 U.S.C. § 506(c).

11. **Final Hearing.** A final hearing on the Motion (the "**Final Hearing**") shall be held on **July 8, 2026 at 1:30 p.m.** before the Honorable Scott M. Grossman, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of Florida, Fort Lauderdale Division located at the U.S. Courthouse, 299 E Broward Blvd., Courtroom 308, Fort Lauderdale, Florida 33301. Any objection to entry of a final order shall be filed and served no later than seven (7) days before the Final Hearing.

12. **Retention of Jurisdiction.** This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or relating to the interpretation, implementation, or enforcement of this Order.

13. **Service.** Counsel for the Debtor shall serve a conformed copy of this Order on all creditors and parties in interest and shall file a certificate of service with the Court.

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Submitted by:

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Copy furnished to:
Bart A. Houston, Esq., who is directed to serve a conformed copy of this order on the Master Service List and file a certificate of service with the Court.