ORDERED in the Southern District of Florida on May 26, 2026.

Corali Lopez-Castro, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

IN RE:

DAX INTERNATIONAL BROKERS, INC.

Case No.: 26-15092-CLC
Chapter 11

Debtor.
________________________________/

INTERIM ORDER GRANTING DEBTOR'S MOTION TO USE CASH COLLATERAL, CANCELING THE HEARING SET FOR MAY 27, 2026, AND SETTING FURTHER HEARING ON CASH COLLATERAL FOR JULY 9, 2026

THIS MATTER came before the Court on May 18, 2026 at 10:30 a.m. in Miami, Florida upon the Debtor DAX INTERNATIONAL BROKER, INC.'s (the "Debtor") Emergency Motion to Use Cash Collateral [Dkt. No. 25] (the "Motion"). Adequate notice of the hearing was given under the circumstances. The Court, having reviewed the record, having heard the arguments of counsel at hearing, and being otherwise fully advised in the premises, does hereby

ORDER and ADJUDGE as follows:

1. The Motion is **GRANTED** to the extent set forth herein.

2. The Debtor is hereby authorized to use the Cash Collateral (as defined in the Motion) of Amerant Bank, N.A. ("Amerant") and the United States Small Business Administration (hereinafter collectively the "Lenders") in the manner set forth in the Motion and provided in this Order, on an interim basis until July 9, 2026.

3. The Debtor is hereby permitted to use Cash Collateral, as defined in 11 U.S.C.§ 363(a), including the cash or noncash proceeds of assets that were not Cash Collateral on the Petition Date ("Cash Collateral") up to the amounts shown in the Budget attached hereto. Except as authorized in this order, Debtor is prohibited from the use of Cash Collateral.

4. As a condition of permitting the Debtor to use Cash Collateral as provided herein, the Debtor will operate strictly in accordance with the Budget and to spend Cash Collateral, not to exceed ten percent (10%) above the amount shown in the Budget.

5. As adequate protection for the use of Cash Collateral and for any diminution in value of the Lenders' prepetition collateral as described in the loan documents between the Debtor and the Lenders (the "Pre-petition Collateral"), the Lenders are hereby granted, as of the Petition Date, a valid, perfected lien upon, and security interest in, to the extent and in the order of priority of any valid lien pre-petition, all cash generated post-petition by the "Property" (as defined in the Motion) and all property of the Debtor and the Estate of the same description, type, and nature as was subject to the Lenders' pre-petition liens and security interests, including all proceeds of such property, without the need to file or execute any document as may otherwise be required under applicable non bankruptcy law. For avoidance of doubt, such replacement liens are extended to all assets that are considered collateral under the applicable loan documents, including inventory

and Cash Collateral. Additionally, the Lenders shall have no post-petition lien in any property of the estate that was property of the estate as of the Petition Date that was not subject to a perfected lien interest of the Lenders prior to the filing of the bankruptcy. The continuing validity of any and all financing statements filed by the Lenders that were effective to perfect the security interests asserted by the Lenders pre-petition are hereby expressly confirmed and deemed sufficient to perfect the replacement liens granted by this Order. For the avoidance of doubt, the post-Petition Date transfer of any Debtor funds to any bank from Amerant or deposit of any Debtor funds to any bank besides Amerant will not have any prejudice to any rights and remedies, if any, of Amerant that existed as of the Petition Date, including perfection, and Amerant will remain perfected on any funds transferred into a non-Amerant account to the same extent, validity, and priority Amerant would have a perfected lien if the funds were deposited or transferred into an Amerant account.

6. As additional adequate protection, beginning on May 26, 2026, Debtor shall make monthly adequate protection payments to Amerant in the amount of $36,141.00 and monthly adequate protection payments to the United States Small Business Administration in the amount of $10,002.00, with adequate protection payments due on the 26th of each month. The Court makes no determination on the application of the adequate protection payments. Such amounts constitute part of the budgeted line items.

7. Debtor acknowledges that, as of the Petition Date, Amerant Bank, N.A. first position lien priority on all of Debtor's non-titled assets with a claim of no less than $3,060,785.12. While the Debtor concedes that Amerant Bank is a valid and perfected first priority secured creditor on substantially all of its assets, the Court makes no findings in relation to lien priority at this time to permit for other parties to raise issues of priority as the case proceeds.

8. Unless waived by the Lender in writing, the following constitute events of default (an "Event of Default"):

a. If a trustee is appointed in this Chapter 11 Case;

b. If the Debtor breaches any term or condition of this Order or any of the Lender's loan documents, other than defaults existing as of the Petition Date;

c. If the Case is converted to a case under Chapter 7 of the Bankruptcy Code;

d. If the case is dismissed; or

e. If any violation or breach of any provision of this Order occurs.

9. If an Event of Default occurs, the Lender may file with the Court a Notice of Default and seek relief on an expedited basis.

10. Upon receipt of notice of an Event of Default, the Debtor may file an appropriate expedited motion for authority to use Cash Collateral.

11. The Debtor may exceed the line-item expenses with the Lenders' written consent. In consenting to a Budget item in the future or by taking any other actions pursuant to this Order, the Lender shall not have any liability to any third party and shall not be deemed to be in control of the operations of the Debtor or to be acting as a "responsible person" with respect to the operation or management of the Debtor.

12. The post-petition liens and security interests granted to the Lender, if any, shall be valid and perfected post-petition, to the extent and priority of the prepetition lien(s), without the need for execution or filing of any further documents or instruments otherwise required to be filed or be executed or filed under non-bankruptcy law.

13. The Debtor shall provide Amerant Bank, N.A. (a) a budget to actual report in relation to expenses; (b) an accounts receivable aging report (the "Reports"). The Reports shall be provided within thirty (30) days of the date of the entry of this Order. Subsequent Reports shall be issued every month, with the July 2026 Reports due on July 8, 2026, and subsequent Reports due on the 10th of every preceding month during the pendency of the use of interim cash collateral. The initial Reports shall cover the period from the Petition Date through May 31, 2026, with each subsequent Report covering the most-recent month (for example, the July 8, 2026, Reports shall cover June 2026).

14. Additionally, the Debtor shall make all inventory available to inspection by Amerant Bank, N.A. Inspections shall be mutually coordinated between the Debtor and Amerant Bank, N.A. to ensure minimal impact on the Debtor's ongoing business. The Debtor and Amerant shall mutually work to schedule the inspections as soon as reasonably practical, with inspections to be held no later than within thirty (30) days of the date of the entry of this Order. Additionally, the Debtor shall provide an inventory report in relation to inventory sold and inventory purchased within thirty (30) days of the date of the Order for the period from the Petition Date through June 15, 2026 (the "Inventory Report"). The Inventory Report shall include, at least: i. all inventory of the Debtor at the beginning of the period, ii. all inventory of the debtor at the end of the period, iii. the date of disposition of any inventory during that period, and iv. the amount received for any disposition. Subsequent Inventory Reports shall be issued every month on the same date that the initial Inventory Report is due during the pendency of the use of interim cash collateral, with subsequent Inventory Reports covering the preceding month period (for example, the second Inventory Report will include June 16, 2026 – July 15, 2026).

15. The Debtor shall forthwith serve a copy of this Order and the Motion on all parties and counsel entitled to notice pursuant to Rule 4001(b) of the Bankruptcy Rules.

16. Nothing herein shall limit or prejudice the Lender from seeking such other or further relief or right available in law, under the Code or otherwise.

17. The Debtor shall maintain insurance coverage for the collateral in accordance with the obligations under the loan and security documents between Amerant and Debtor.

18. Debtor shall pay US Trustee Fees pursuant to 28 U.S.C. § 1930. US Trustee Quarterly fees shall not be subject to the line-item restrictions of the Budget, and payment of the quarterly fees outside of the Budget shall not be a default under this Order.

19. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this interim Order.

20. The Court shall conduct a continued hearing on the use of cash collateral of the Lenders on July 9, 2026, at 10:30 a.m. at the US Bankruptcy Court, 301 N. Miami Ave, Courtroom 7, Miami, Florida, 33128.

21. The hearing on Amerant Bank, N.A.'s Motion to Prohibit the Use of Cash Collateral [Dkt, No. 16] set for May 27, 2026, at 10:00 a.m. is cancelled and shall be conducted on July 9, 2026 at 10:30 a.m. at the US Bankruptcy Court, 301 N. Miami Ave, Courtroom 7, Miami, Florida, 33128.

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Submitted by: Nicholas G. Rossoletti Esquire
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Attorney Rossoletti shall serve a copy of this Order on all interested parties and file a certificate of service with the Court.