CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed May 5, 2026

United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

In re:	§	
	§	
IMAGE TECHNOLOGY CONSULTING II, LLC; AND AXIOM IMAGING SOLUTIONS INC.,	§ § §	Case No. 26-41358-MXM-11 Case No. 26-41359-MXM-11 Chapter 11
	§	(Jointly Administered under 26-41358)
Debtors.	§	

SECOND INTERIM ORDER (I) AUTHORIZING USE OF CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363, (II) GRANTING ADEQUATE PROTECTION TO SECURED PARTIES, (III) LIFTING AUTOMATIC STAY TO PERMIT OFFSET, AND (IV) SCHEDULING A FINAL HEARING

Upon the motion (the "Motion") of the above-captioned debtors and debtors-in-possession, Image Technology Consulting II, LLC ("ITC II") and Axiom Imaging Solutions, Inc. ("Axiom" and together with ITC II, the "Debtors"), for interim and final orders authorizing the use of Cash Collateral, granting adequate protection, and lifting the automatic stay to permit offset; and the Court having considered the Motion and the First Day Declaration filed in support thereof; and the Court having considered the statements of counsel and any evidence presented at the hearings on the Motion; and due and sufficient notice of the Motion having been provided under the circumstances; and after due deliberation and good cause appearing therefor; IT IS HEREBY FOUND AND DETERMINED THAT:

A. This 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).

B. The Debtors have demonstrated a need for immediate access to Cash Collateral to preserve the going-concern value of their estates, maintain business operations, and pay necessary operating expenses.

C. The automatic stay under Section 362(a) of the Bankruptcy Code is in full force and effect and applies to all actions against property of the Debtors' estates, including the receivership proceedings in Cause No. DC-26-04664 in the 192nd Judicial District Court, Dallas County, Texas, and any further actions to freeze, levy upon, or otherwise restrict the Debtors' access to their funds. No receiver was appointed prior to the Petition Date, and the hearing on the Motion for Turnover and Appointment of Receiver set for March 30, 2026 has been stayed.

D. The adequate protection provided herein is sufficient to protect the interests of the Secured Parties in their respective prepetition collateral pending the Final Hearing.

E. Sufficient cause exists for the entry of this Second Interim Order pursuant to Bankruptcy Rule 6003 and the Complex Case Procedures for the Northern District of Texas.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. *Authorization to Use Cash Collateral* The Debtors are authorized to use Cash Collateral during the Interim Period (as defined below) to pay the reasonable and necessary operating expenses of the Debtors' businesses in accordance with the budget attached hereto as

Exhibit A (the "Budget"), subject to a variance of plus or minus fifteen percent (15%) on a cumulative, rolling four-week basis (the "Permitted Variance"). "Cash Collateral" means all cash and cash equivalents of the Debtors, including all cash held in the Debtors' bank accounts, all cash proceeds of prepetition collateral, and all accounts receivable collections. The "Interim Period" means the period from the date of this Second Interim Order through the earlier of (a) the date of entry of a Final Order and (b) the Termination Date (as defined below).

2. *Lift of Automatic Stay; Offset*. The automatic stay imposed by Section 362(a) of the Bankruptcy Code is hereby lifted as to Comerica Bank to permit Comerica Bank to conduct an offset of the funds held in the Comerica accounts against the amounts owed by the Debtors to Comerica Bank, with the exception of the Reserve Amount (as defined herein).

Reserve Amount. The “Reserve Amount” shall mean One Hundred Thousand Dollars ($100,000.00), inclusive of the Twenty Thousand Dollars ($20,000.00) previously authorized for the Debtors’ use in the First Interim Order. Comerica Bank shall make the Reserve Amount available for use by the Debtors in the ordinary course of business at the direction of the Debtors. The Debtors are authorized to use the funds comprising the Reserve Amount in the ordinary course of business of the Debtors and in accordance with the Budget.

3. *Reservation of Relief as to Philips*. The relief requested in the Motion with respect to Philips North America, LLC (“Philips”) with respect to funds allegedly levied from the Debtors’ accounts is reserved for later determination at the Final Hearing, upon further motion of the Debtors, or as otherwise ordered by the Court.

4. *Automatic Stay.* Except as specifically modified herein with respect to Comerica Bank’s offset rights, the automatic stay imposed by Section 362(a) of the Bankruptcy Code applies to all acts to obtain possession of or exercise control over property of the Debtors' estates,

and all parties—including but not limited to Philips North America, LLC and all agents and representatives thereof—are stayed from taking any further action to levy upon, seize, freeze, attach, garnish, or otherwise exercise control over property of the Debtors' estates. The receivership proceedings in Cause No. DC-26-04664, including the hearing set for March 30, 2026, remain stayed.

5. Adequate Protection. As adequate protection for any diminution in the value of each Secured Party's interest in Cash Collateral:

a) **Replacement Liens.** Each Secured Party is hereby granted valid, binding, enforceable, and automatically perfected replacement liens on all postpetition assets of the Debtors, and the proceeds thereof, of the same kind and type as such Secured Party's prepetition collateral, to the same extent, validity, and priority as such Secured Party's valid, perfected, and non-avoidable prepetition liens, to the extent of any diminution in value of such Secured Party's interest in the prepetition collateral, without the need for the execution, filing, or recording of any security agreements, financing statements, mortgages, or other documents. Such replacement liens shall be subject and subordinate to (i) any valid, perfected, and non-avoidable liens in existence on the Petition Date that are senior in priority to such Secured Party's prepetition liens, (ii) the Carve-Out, and (iii) fees payable pursuant to 28 U.S.C. § 1930. The replacement liens granted hereunder shall not attach to any claims or causes of action arising under Chapter 5 of the Bankruptcy Code, including Sections 544, 545, 547, 548, 549, 550, and 553 thereof, or to any proceeds or recoveries therefrom. As used herein, "Secured Parties" means, collectively, the U.S. Small Business Administration (the "SBA") and Comerica Bank ("Comerica"), to the extent each holds a valid, perfected, and non-avoidable lien on the Debtors' prepetition collateral. Notwithstanding the foregoing, Comerica Bank is hereby granted a first priority replacement lien in all postpetition accounts receivable of the Debtors to secure against any diminution in value of the Reserve Amount, which replacement lien shall be senior in priority to all other replacement liens granted hereunder.

b) **Superpriority Administrative Claim.** To the extent the replacement liens prove insufficient to adequately protect any Secured Party's interest in Cash Collateral, such Secured Party is granted a superpriority administrative expense claim pursuant to Section 507(b) of the Bankruptcy Code (the "Superpriority Claim"), with priority over all other administrative expense claims in these cases (except as among the Secured Parties, which claims shall have the same relative priority as their prepetition liens), subject to the Carve-Out. In addition, Comerica Bank is hereby granted a superpriority administrative expense claim pursuant to Section 507(b) of the Bankruptcy Code to secure against any diminution in value of the Reserve Amount.

c) **Carve-Out.** The replacement liens and the Superpriority Claims shall be subject to a carve-out (the "Carve-Out") for: (i) all fees required to be paid to the Clerk of the Bankruptcy Court and the Office of the United States Trustee pursuant to 28 U.S.C. § 1930(a); (ii) all reasonable fees and expenses of a chapter 7 trustee; and (iii) all allowed, unpaid professional fees and expenses of retained estate professionals.

d) **Adequate Protection Payments to the SBA.** As additional adequate protection for the U.S. Small Business Administration's interest in Cash Collateral, the Debtors shall make monthly adequate protection payments to the SBA in the amount set forth in the Budget, allocated pro rata based upon the respective obligations of each Debtor to the SBA, in an amount not to exceed Two Thousand Five Hundred Dollars ($2,500.00) per month in the aggregate. Such adequate protection payments may be made in advance in a single monthly installment at the convenience of the Debtors. All payments shall be applied first to principal and then to interest. Payments to the SBA on the Axiom indebtedness shall be applied to the SBA's claim amount as of the petition date. Payments to the SBA on the ITC II indebtedness shall first be applied to postpetition interest and thereafter to the SBA's claim amount as of the petition date.

6. *Reporting Requirements.* In addition to the monthly operating reports required to be filed with the Court, the Debtors shall, upon written request, provide (i) variance reports showing actual receipts and disbursements compared to the Budget, and (ii) a statement of accounts receivable accrued postpetition and currently outstanding, to: (a) each Secured Party, (b) the Office of the United States Trustee, and (c) counsel for any official committee appointed in these cases; provided, however, that no party may request such reports more frequently than weekly, and such reports shall be delivered within seven (7) days after receipt of a written request.

7. *Termination*. The Debtors' authority to use Cash Collateral under this Second Interim Order shall terminate upon the earliest of (a) the entry of a Final Order, (b) the conversion of these cases to cases under Chapter 7 of the Bankruptcy Code, (c) the appointment of a Chapter 11 trustee, (d) the dismissal of these cases, or (e) the occurrence of a Termination Event. A "Termination Event" shall mean: (i) the Debtors' failure to comply with any material term or condition of this Second Interim Order, subject to a five (5) business day cure period after written notice to the Debtors and their counsel; or (ii) the Debtors' material deviation from the Budget in excess of the Permitted Variance.

RESERVATION OF RIGHTS.

8. Nothing in this Interim Order or the Motion shall be deemed to constitute an admission, finding, or determination of the validity, extent, priority, or perfection of any lien or claim, or a waiver of any rights of the Debtors, the Secured Parties, or any other party in interest to challenge the same. The Debtors specifically reserve all objections to the validity, priority, perfection, and extent of any claim or lien asserted by any Secured Party.

9. The Debtors reserve all rights under Sections 506, 544, 547, 548, 549, and 550 of the Bankruptcy Code, including the right to avoid and recover any preferential or fraudulent transfers.

10. *Final Hearing.* A final hearing on the Motion is scheduled for **May 27, 2026** at **1:30 p.m.** Central Time (the "Final Hearing") to determine further use of Cash Collateral and the consideration of any objections thereto. The deadline to object to the Motion is **five (5) business days prior to the Final Hearing** (the "Objection Deadline"). Any objections must set forth any legal arguments and documentary evidence supporting the objection and the validity, priority, and extent of the objecting party's security interest (if such party asserts a security interest). Witnesses may appear remotely at the Final Hearing.

11. *Notice of Final Hearing*. The Debtors shall serve a copy of this Second Interim Order and notice of the Final Hearing on: (a) the Office of the United States Trustee; (b) the SBA; (c) Philips North America, LLC; (d) Comerica Bank; (e) counsel for any official committee appointed in these cases; and (f) all parties who have requested notice in these cases. Such service shall be made within three (3) business days of entry of this Second Interim Order.

12. This Second Interim Order shall be binding upon the Debtors, the Secured Parties, Comerica Bank, and all of their respective successors and assigns, including any trustee appointed in these cases.

13. The adequate protection provided herein shall survive the entry of any order converting these cases to cases under Chapter 7 of the Bankruptcy Code or dismissing these cases.

14. This Second Interim Order is without prejudice to the rights of any party in interest to object to the relief sought at the Final Hearing.

15. Notwithstanding any provision of Bankruptcy Rule 6004(h) or any other Bankruptcy Rule, this Second Interim Order shall be immediately effective and enforceable upon entry. The Debtors are not subject to any stay of this Second Interim Order.

END OF ORDER

Submitted by:

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Approved as to form:

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EXHIBIT A

Cash Budget Projections

3/31/2026

In re Image Technology Consulting II, LLC
Case No. 26-41358
Bankr. N.D. Texas

Category	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Total
CASH RECEIPTS														
Service Contract Income	$28,000	$28,000	$28,000	$28,000	$28,000	$28,000	$28,000	$28,000	$28,000	$28,000	$28,000	$28,000	$28,000	$364,000
Parts & Equipment Sales	$12,000	$12,000	$12,000	$12,000	$12,000	$12,000	$12,000	$12,000	$12,000	$12,000	$12,000	$12,000	$12,000	$156,000
Storage & Rental Income	$6,500	$6,500	$6,500	$6,500	$6,500	$6,500	$6,500	$6,500	$6,500	$6,500	$6,500	$6,500	$6,500	$84,500
Other Income	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$45,500
Total Cash Receipts	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$650,000
CASH DISBURSEMENTS														
Operating Expenses														
Payroll & Benefits	$19,500	$19,500	$19,500	$19,500	$19,500	$19,500	$19,500	$19,500	$19,500	$19,500	$19,500	$19,500	$19,500	$253,500
Payroll Taxes (Employer)	$1,700	$1,700	$1,700	$1,700	$1,700	$1,700	$1,700	$1,700	$1,700	$1,700	$1,700	$1,700	$1,700	$22,100
Rent & Lease	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$32,500
Insurance (Liability/Health/Life)	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$65,000
Utilities	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,500
Supplies & Materials	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$13,000
Repair & Maintenance	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,500
Travel & Transportation	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$26,000
Cost of Goods Sold	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$52,000
Telephone & Internet	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$5,200
Office Expenses & Supplies	$200	$200	$200	$200	$200	$200	$200	$200	$200	$200	$200	$200	$200	$2,600
Warehouse Expenses	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,500
Auto Expenses	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,500
Other Operating Expenses	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$5,200
Subtotal Operating Expenses	$38,700	$38,700	$38,700	$38,700	$38,700	$38,700	$38,700	$38,700	$38,700	$38,700	$38,700	$38,700	$38,700	$503,100
EBITDAR	$11,300	$11,300	$11,300	$11,300	$11,300	$11,300	$11,300	$11,300	$11,300	$11,300	$11,300	$11,300	$11,300	$146,900
Adequate Protection Payments														
SBA Loan Payment	$625	$625	$625	$625	$625	$625	$625	$625	$625	$625	$625	$625	$625	$8,125
Subtotal Debt Service	$625	$625	$625	$625	$625	$625	$625	$625	$625	$625	$625	$625	$625	$8,125
Chapter 11 Administrative Costs														
Professional Fees (Est.)	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$130,000
U.S. Trustee Fees	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$3,250
Subtotal Ch. 11 Admin Costs	$10,250	$10,250	$10,250	$10,250	$10,250	$10,250	$10,250	$10,250	$10,250	$10,250	$10,250	$10,250	$10,250	$133,250
Total Cash Disbursements	$49,575	$49,575	$49,575	$49,575	$49,575	$49,575	$49,575	$49,575	$49,575	$49,575	$49,575	$49,575	$49,575	$644,475
NET CASH FLOW	$425	$425	$425	$425	$425	$425	$425	$425	$425	$425	$425	$425	$425	$5,525
CUMULATIVE NET CASH FLOW	$425	$850	$1,275	$1,700	$2,125	$2,550	$2,975	$3,400	$3,825	$4,250	$4,675	$5,100	$5,525	$5,525