UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
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In re:	Chapter 11
PCP GROUP, LLC,	Case No. 24-42448 (NHL)
Debtor.	

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NINTH INTERIM ORDER (A) AUTHORIZING DEBTOR'S USE OF CASH COLLATERAL ON AN INTERIM BASIS, (B) PROVIDING ADEQUATE PROTECTION, (C) SCHEDULING FINAL HEARING, AND (D) GRANTING RELATED RELIEF

Upon the motion (the "Motion") [ECF No. 29] of PCP Group, LLC (the "Debtor"), the debtor and debtor in possession, for an order pursuant to Sections 105, 361 and 363 of Title 11 of the United States Code (the "Bankruptcy Code") authorizing the Debtor to utilize cash collateral and providing adequate protection, and scheduling a further hearing on the use of cash collateral, and all proceedings heretofore and herein, and after due deliberation and sufficient cause therefore, and that entry of this order is necessary to avoid immediate and irreparable harm, and it appearing that consideration of the motion is proper and adequate notice having been provided under the circumstances, it is hereby

ORDERED, that the Motion is granted to the extent set forth herein; and it is further

ORDERED, that a further hearing (the "Hearing") on the use of cash collateral will take place on May 13, 2026 at 11:30 a.m. at the United States Bankruptcy Court, Eastern District of New York, 271-C Cadman Plaza East, Brooklyn, New York 11201 before the Honorable Jil Mazer-Marino and any objections or responses to the motion shall be filed and served so as to be received no later than May 6, 2026 by Forchelli Deegan Terrana, LLP, Attn: Gerard R. Luckman,, Esq., 333 Earle Ovington Blvd., Suite 1010, Uniondale, NY 11553. The Hearing may be held in person, by phone, or by videoconference via Zoom for Government. Regardless of whether you intend to appear in person, by phone, or by videoconference, those intending to appear Those intending to appear at the Hearing must register with eCourt Appearances no later than two (2) days prior to the Hearing. The phone number or video link for the Hearing will be emailed only to those that register with eCourt Appearances in advance of the Hearing. Instructions for registering with eCourt Appearances can be found at https://www.nyeb.uscourts.gov/node/2126. If you do not have internet access or are otherwise unable to register with eCourt Appearances, you may call or email Judge Mazer-Marino's courtroom deputy for instructions at (347) 394-1844, JMM_Hearings@nyeb.uscourts.gov; and it is further

ORDERED, that it appears a need exists for the Debtor to use cash collateral pending the Hearing, and the Debtor is hereby authorized and empowered to utilize cash collateral in an amount pursuant to the budget annexed as Exhibit "A" to this Ninth Interim Order subject to a 10% variance per line item, covering the period running from January 6, 2026, until the Hearing, and to pay only those necessary expenses of the kind and amount set forth in the budget (the "Budget") for the time period January 6, 2026 through the date of the Hearing, such amounts shall include an adequate protection payments to Valley National Bank ("Valley") and Vox Funding, LLC ("Vox") in the amounts reflected in this Order; and it is further

ORDERED, that the Debtor shall provide by electronic mail to the Office of the U.S. Trustee, counsel for Valley and counsel for Vox, a reconciliation report of all of the Debtor's receipts and disbursements for each of the Debtor's categories reflected in the Budget, comparing projected receipt and use to actual receipt and use on a monthly basis which shall be due 10 days following each subsequent monthly period. The reconciliation shall be for this interim period through May 31, 2026, reconciled per line item and summarized on an individual monthly basis and provided to the Secured Creditors and the Office of the U.S. Trustee on a consecutive monthly basis due 10 days following each subsequent monthly period; and it is further

ORDERED, that pending the Hearing, as adequate protection for the use of cash collateral by the Debtor, and to the extent of such use, Valley and Vox (each a "Secured Creditor") are hereby granted valid and perfected liens and security interest in the post-petition assets of the Debtor, of the same extent, kind and character of the collateral that secured such indebtedness prior to the Filing Date, if any, in the same priority as existed as of the Filing Date of this chapter 11 case (collectively, the "Replacement Liens") and that this Interim Order is not a determination of the validity, priority, or extent of any prepetition lien and the Debtor reserves all rights to object to any Secured Creditor's claim or lien; and it is further

ORDERED, that, to the extent that the Replacement Liens and other relief granted in this Interim Order do not provide the Secured Creditors with adequate protection of their respective interests, the Secured Creditors are hereinafter granted super-priority administrative expense claims (the "Super Priority Claims") in the order of their respective priority under 507(b) Bankruptcy Code; and it is further

ORDERED, that the Replacement Liens and the Super Priority Claims shall be subordinate only to the Carve Out (as defined in the Interim Order); and it is further

ORDERED, that the replacement liens are subject to a carve-out (the "Carve Out") for: (a) fees under 28 U.S.C. § 1930 and 31 U.S.C. § 3717, (b) the allowed fees and expenses of the Debtor's retained professionals and the Examiner and his counsel in the amount set forth in the budget (subject to a subsequent application and Order of the Bankruptcy Court and provided that any interim fee awards may only be paid if adequate protection payments are current and timely made), and (c) the costs of administrative expenses not to exceed $10,000.00 in the aggregate that are permitted to be incurred by any chapter 7 trustee in the event of a conversion of the Debtor's Chapter 11 case pursuant to Bankruptcy Code § 1112; and it is further

ORDERED, that the Carve Out shall be fully satisfied only from Cash Collateral in possession of the Debtor. Nothing herein shall prohibit the Secured Creditors or any party in interest to review, and object to, the amount and/or reasonableness of fees and expenses sought by the professionals retained in this Bankruptcy proceeding; and it is further

ORDERED, that, notwithstanding anything to the contrary in this Interim Order, no prepetition collateral or the collateral encumbered by Secured Creditors' liens granted hereunder, including any Cash Collateral and the Carve Out, shall be used in any manner to challenge or attempt to avoid the Secured Creditors' claims against the Debtor under or pursuant to this Interim Order or any other document, nor shall it be used to challenge or attempt to avoid the validity, perfection, or priority of any security interests, liens, assignments, or pledges granted or made by the Debtor to the Secured Creditors under or pursuant to this Interim Order or any documents; and it is further

ORDERED, that no expenses of administration of the case or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from Secured Creditors' collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law without the prior written consent of the Secured Creditors, and no such consent shall be implied from any other action, inaction, or acquiescence by the Secured Creditors; and it is further

ORDERED, that the Replacement Liens herein granted: (i) are and shall be in addition to all security interests, liens and rights of set-off existing in favor of the Secured Creditors on the Filing Date and shall be deemed to be perfected without the necessity of any further action by the

Secured Creditors or the Debtor. Without limitation, therefore, the Secured Creditors shall not be required to file financing statements or other documents in any jurisdiction or take any other action to validate or perfect the liens and security interests granted by this Interim Order; and it is further

ORDERED, that one hundred percent (100%) of the proceeds of the sale of the Debtor's accounts receivables and other revenues shall be reflected and preserved in the Debtor's operating reports and shall be deposited by the Debtor into its DIP bank accounts or as otherwise authorized by Order of the Bankruptcy Court; and it is further

ORDERED, that each Secured Creditor reserves its rights to hereafter request additional adequate protection payments and to object to the adequacy of the adequate protection granted herein; and it is further

ORDERED, that, notwithstanding any provisions herein to the contrary, the Debtor's authority to continue to use Cash Collateral shall be revoked without further order of the Court in the event of the earliest to occur of any of the following, each of which shall be deemed a "**Termination Event**:"

(i) A business day subsequent to the Hearing date or the adjourned Hearing Date which is not on consent of Valley and Vox;

(ii) Entry of any order dismissing the within case or converting the within case to Chapter 7 of the Bankruptcy Code;

(iii) Entry of an order authorizing the appointment of a Chapter 11 trustee, or examiner with expanded powers in this Chapter 11 case;

(iv) The Debtor's failure to comply with any of the material terms or conditions of this Interim Order and which failure is not cured after two days written notice (whether by fax, e-mail, U.S. Mail, or overnight delivery) to the Debtor's counsel and the Office of the United States Trustee;

(v) Entry of an order of this Court terminating this Interim Order;

(vi) Reversal or vacatur of this Interim Order; or

(vii) Except as may be authorized by Order of this Court, the Debtor granting, creating, incurring or suffering to exist any post-petition liens or security interests, overdrafts other than those granted pursuant to this Interim Order;

AND IT IS FURTHER ORDERED, that, in addition to the Replacement Liens and Super Priority Claims granted pursuant to this Interim Order to the Secured Creditors, Valley shall be paid the sum of $100,000 per month as an adequate protection effective as of February 1, 2026, and Vox shall be paid the sum of $50,000 per month as an adequate protection payment effective as of December 1, 2024 (each an "Adequate Protection Payment" and collectively the "Adequate Protection Payments"). Adequate Protection Payments shall be due and payable on or before the first business day of each respective month; and it is further

ORDERED, that, notwithstanding the termination of the Debtor's authorization to use Cash Collateral, the provisions of this Interim Order and any actions taken pursuant thereto shall survive the entry of any subsequent order which may be entered confirming any plan(s) of reorganization with respect to the Debtor, appointing a Chapter 11 trustee or examiner with expanded powers for the Debtor, or converting this case from Chapter 11 to Chapter 7 of the Bankruptcy Code. The terms and provisions of this Interim Order, as well as the priorities, liens, and security interests created hereunder, shall continue in this or any superseding case, and such liens and security interests shall maintain their priority provided for by this Interim Order until satisfied and discharged in full; and it is further

ORDERED, that the provisions of this Interim Order shall remain in full force and effect unless modified or vacated by subsequent order of this Court with the consent of Valley, Vox and the Debtor. If any or all of the provisions of this Interim Order are hereafter modified, vacated, or stayed by subsequent order of this Court or any other court, such stay, modification or vacatur shall not affect the validity and enforceability of any lien, priority or benefit with respect to any indebtedness of the Debtor to the Secured Creditor; and it is further

ORDERED, that this Order shall be binding upon any subsequently appointed or elected trustee in a successor case under Chapter 7 of the Code; and it is further

ORDERED, that, notwithstanding anything contained in this Order, the right, if any, to challenge the validity, enforceability, perfection of the alleged liens of the Secured Creditor, as well as the amount thereof, and the right to challenge any pre-petition claim of the Secured Creditor, including claims against or interest in the Debtor's property, are hereby preserved for all parties in interest, including the Debtor and any creditor's committee that may be appointed hereafter; and it is further

ORDERED, that the Replacement Liens and Super Priority Claims granted to under this Order will be effective and continuing without the necessity of the execution and filing or recordation of a mortgage, security agreement, pledge agreement or financing agreement of any kind; and it is further

ORDERED, that, to the extent that any provisions of this Order conflict with the terms of the loan documents, this Order shall govern; and it is further

ORDERED, that pursuant to Rule 4001(b)(2) of the Federal Rules of Bankruptcy Procedure, service of this Order upon (i) all creditors; (ii) the Office of the United States Trustee for Region 2; (iii) counsel to the Secured Creditors; (iv) the Internal Revenue Service; and (v) all creditors and all parties that have filed notices of appearances and requests for notices in the Debtor's chapter 11 case, on or before March 31, 2026, by first class mail, shall be deemed good and sufficient notice of the requested relief; and it is further

ORDERED, that the Bankruptcy Court shall retain jurisdiction with respect to all matters pertaining to this Interim Order.

Dated: March 27, 2026
Brooklyn, New York

Jil Mazer-Marino
United States Bankruptcy Judge