ORDERED.

Dated: June 10, 2026

Grace E. Robson
United States Bankruptcy Judge

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

In re: Case No.: 6:26-bk-03078-GER
Chapter 11

SLX - I DRIVE, LLC,

Debtor.
_______________________________/

INTERIM ORDER:[1] (A) GRANTING DEBTOR'S EMERGENCY MOTION FOR INTERIM AND FINAL ORDERS (I) APPROVING POST-PETITION FINANCING, (II) GRANTING SUPER-PRIORITY LIENS AND PROVIDING SUPER-PRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) GRANTING AUTHORITY TO USE CASH COLLATERAL AND PROVIDE ADEQUATE PROTECTION TO MORTGAGE CREDITOR, AND (IV) MODIFYING THE AUTOMATIC STAY; AND (B) SCHEDULING A FINAL HEARING FOR JUNE 23, 2026 AT 9:30 A.M. (re Doc. No. 23)

THIS CASE came on for consideration upon the emergency evidentiary hearing held on June 5, 2026 at 2:30 p.m. (the "Interim Hearing") on the Emergency Motion for Authorization to Obtain Post-Petition Financing (Doc. No. 23) (the "Motion") filed by SLX I-Drive, LLC, a Florida limited liability company, as debtor and debtor-in-possession ("Debtor") seeking an interim order: (i) granting authorization to Debtor to obtain senior secured, priming, super-priority post-petition financing on the terms and conditions set forth in that certain letter agreement dated May 26, 2026

[1] The parties submitted competing orders, and the Court has made its own edits incorporated into this Interim Order.

(the "Letter Agreement") attached hereto as **Exhibit A**, including the term sheet dated May 27, 2026 attached hereto as **Exhibit B** (the "Term Sheet"), entered into by Debtor and Bay Point Advisors, LLC, as lender (the "DIP Lender"), in an aggregate principal amount not to exceed $2,700,000 (the "DIP Loan Facility"); (ii) authorizing Debtor, upon entry of the Interim Order, to draw an interim funding amount sufficient to: (a) fund disbursements set forth in the initial 13-week budget, and (b) pay required closing costs, fees, and the interest reserve contemplated by the Term Sheet; (iii) authorizing Debtor to execute and deliver one or more loan agreements, mortgages, security agreements, guaranties, and other agreements, instruments, and documents related to the DIP Loan Facility (collectively, the "DIP Documents"), to be filed with the Court, and to perform such other and further acts as may be necessary or appropriate in connection therewith; (iv) granting to the DIP Lender, on account of the DIP Loan Facility and all obligations under the DIP Documents, as expressly provided herein (collectively, the "DIP Obligations"), an allowed super-priority administrative expense claim pursuant to § 364(c)(1) of the Bankruptcy Code[2] with priority over any and all administrative expenses and other claims of the estate; (v) granting to the DIP Lender, pursuant to § 364(c)(2), (c)(3), and (d)(1), automatically perfected first-priority priming security interests in and liens on all property of the estate, as provided herein, including a first-priority mortgage in the total principal amount of $2,700,000 on Debtor's real property located at 6603 International Drive, Orlando, Florida 32819 (the "Real Property"); (vi) authorizing and directing Debtor to pay the principal, interest, fees, expenses, and other amounts payable under the DIP Documents, including the origination fee of $54,000, interest reserve of $405,000, administrative deposit of $15,000, and the actual, reasonable, and documented fees and expenses of closing the DIP Loan Facility, including documentary stamp taxes, intangible taxes,

[2] Hereinafter, unless otherwise specified, all section references are to the Bankruptcy Code, 11 U.S.C. §§ 101-1532.

and recording fees, all to the extent provided in, and in accordance with, this Interim Order; (vii) modifying and vacating the automatic stay imposed by § 362 to the extent necessary to implement and effectuate the terms and provisions of the DIP Documents and this Interim Order; (viii) scheduling a final hearing (the "Final Hearing") to consider the relief requested in this Motion on a final basis; and (ix) granting such other and further relief as the Court deems just and proper; and, upon the Declaration of Anthony DelGuidice in support of the Motion (the "Declaration") (Doc. No. 25), and the Objection (Doc. No. 34) filed by Benworth Capital Partners PR LLC ("Benworth").

After reviewing the Motion, the Declaration, and the Objection; and upon the testimony evidence submitted and adduced, the arguments of counsel, and the entirety of the record made at the Interim Hearing, all of which are incorporated herein as though fully set forth, and after due deliberation and consideration, and good and sufficient cause appearing therefor, the Court, **FINDS AND ORDERS**, on an interim basis, that:

1. Motion Granted on Interim Basis. The Motion is **GRANTED** on an interim basis through and including June 23, 2026, at 9:30 a.m.

2. Jurisdiction/Venue. This Court has core jurisdiction over the Case, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. Petition Date. On April 28, 2026 (the "Petition Date"), Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Debtor is operating its business and managing its property as a debtor-in-possession pursuant to §§ 1107 and 1108.

4. Notice. Notice of the Interim Hearing and the emergency relief requested in the Motion was provided to: (i) the Office of the United States Trustee; (ii) those creditors appearing on the current creditor matrix; and (iii) Benworth and its counsel.

5. Need for Post-Petition Financing.

i. Based on the record before the Court, Debtor has demonstrated an immediate and critical need to obtain the DIP Loan Facility to fund certain post-petition operating expenses of Debtor, which includes funding in the amount of $2,000 for insurance and installation of a perimeter fence at the Property. The Court finds Debtor's access to and use of the DIP Loan Facility to fund such expenditure is "necessary to avoid immediate and irreparable harm to the estate pending a final hearing" pursuant to Federal Rule of Bankruptcy Procedure 4001(c)(2)(A).

ii. The Court finds Debtor is unable to obtain financing on more favorable terms from sources other than the DIP Lender and is unable to obtain adequate unsecured credit allowable under § 503(b)(1) as an administrative expense. The DIP Lender is unwilling to provide the DIP Loan Facility without receiving the liens, security interests, and super-priority claims described herein.

6. Good Faith. Based on the record at the Interim Hearing, for purposes of this Interim Order only, and without prejudice to issues reserved for the Final Hearing, the Court finds that the DIP Lender acted in good faith within the meaning of § 364(e).

7. Authorization of DIP Loan Facility. The Court authorizes and approves, on an interim basis, Debtor's execution, delivery, and performance of the DIP Documents as set forth in this Interim Order. The interim priming liens granted herein are expressly conditioned upon the

Court's determination at the Final Hearing that Benworth's interests are adequately protected under § 364(d)(1)(B).

8. Budget and Draws Authorized During Interim Period. During the interim period between the entry of this Interim Order and the Final Hearing on June 23, 2026 at 9:30 a.m. (the "Interim Period"), Debtor is solely permitted to draw-down from the DIP Loan Facility the following: (i) the fence rental and insurance cost of $2,000; (ii) the Origination Fee (as defined in the Term Sheet) in the amount of $54,000, which is equal to two percent (2%) of the $2,700,000 principal loan amount, (iii) the actual, reasonable, necessary, and documented closing costs of the DIP Loan Facility, including documentary stamp taxes, intangible taxes, and recording fees, (iv) the Interest Reserve whereby the DIP Lender will escrow the first twelve (12) months of interest payments pursuant to the Term Sheet in the total amount of $405,000; (v) the Administrative Deposit in the amount of $15,000 due at closing as set forth in the Term Sheet; and (vi) adequate protection payment to Benworth in the amount of $50,000.00 (subject to paragraph 14).

9. Neither the DIP Documents nor the DIP Facility shall include, provide for, permit, accrue, reserve for, capitalize, secure, or otherwise allow any Exit Fee, Liquidated Damages, Profit Share, or any other Loan Costs (all as defined in the Term Sheet), unless and until expressly approved by further order of this Court entered after notice and hearing at the Final Hearing. Any provision of the DIP Documents purporting to authorize or preserve such amounts prior to entry of a final order approving post-petition financing shall be of no force or effect. No amounts disallowed or not approved under this Interim Order may be subsequently added to principal, secured by the DIP Liens, paid from sale proceeds, or otherwise recovered absent further order of this Court.

10. During the Interim Period, Debtor shall not use any proceeds of the DIP Loan Facility for purposes not expressly authorized herein. The DIP Lender shall have no obligation or responsibility to monitor Debtor's use of the loan proceeds and may rely upon Debtor's representations that the amount requested and the use thereof are in accordance with the requirements of this Interim Order and the DIP Documents.

11. No Payment on Pre-Petition Claims. During the Interim Period, Debtor shall not pay any consultants or professionals for claims that were incurred or became due pre- or post-petition unless and until expressly approved by further order of this Court.

12. DIP Collateral and DIP Liens. As security for the DIP Obligations, as expressly authorized and funded pursuant to Paragraph 8 of this Interim Order, the DIP Lender is granted, effective upon the funding of the DIP Loan Facility and entry of this Interim Order, valid, binding, enforceable, and fully perfected security interests in and liens (the "DIP Liens") upon all property and assets of Debtor and Debtor's estate, whether now owned or hereafter acquired, including without limitation: (i) all personal property of Debtor (including accounts, inventory, equipment, general intangibles, instruments, investment property, deposit accounts, and the proceeds thereof); (ii) a first mortgage on the Property located at 6603 International Drive, Orlando, Florida 32819; and (iii) all other real and personal property of Debtor's estate (collectively, the "DIP Collateral"), but excluding avoidance actions arising under Chapter 5 of the Bankruptcy Code and the proceeds thereof. The DIP Liens shall have the following priorities:

i. Pursuant to § 364(c)(2), a first priority security interest in and lien on all DIP Collateral that is not otherwise subject to a valid, perfected, and unavoidable security interest or lien; and

ii. Pursuant to § 364(d)(1), a senior priming security interest in and lien on all DIP Collateral of Debtor, senior to any and all prepetition security interests and liens, to the extent provided in the DIP Documents, solely to secure the obligations expressly authorized under Paragraph 8 of this Interim Order and funded during this Interim Period.

13. Super-Priority Administrative Claim. Upon funding of the DIP Loan Facility, only those obligations expressly authorized and funded pursuant to Paragraph 8 of this Interim Order shall constitute allowed super-priority administrative expense claims against Debtor's estate pursuant to §§ 364(c)(1) and 507(b), with priority over all other administrative expense claims and unsecured claims against Debtor, now existing or hereafter arising, of any kind or nature whatsoever, except as expressly provided herein.

14. Adequate Protection to Benworth. Nothing in this Interim Order shall constitute a finding that the DIP Loan Facility provides adequate protection to Benworth or that Benworth is adequately protected, all of which shall be determined at the Final Hearing. All rights, claims, defenses, objections, and appellate rights of Benworth are expressly preserved. Benworth shall have standing to challenge the validity, extent, priority, enforceability, amount, necessity, and reasonableness of any DIP Obligations, DIP Liens, fees, costs, expenses, or advances at the Final Hearing, and no provision of this Interim Order shall prejudice such rights.

15. Modification of Automatic Stay. The automatic stay provisions of § 362 are modified to the extent necessary to implement the provisions of this Interim Order and the DIP Documents, including, without limitation, to permit the DIP Lender to receive payments when due and to exercise its rights and remedies upon the occurrence and continuation of an Event of Default (as defined below) following notice and any applicable cure period.

16. Events of Default; Remedies.

i. Upon the occurrence and continuation of any Event of Default under the DIP Documents, and subject to fourteen (14) business days' prior written notice to counsel to Debtor and the Office of the United States Trustee, the DIP Lender shall be authorized, in its sole discretion, to: (a) declare all DIP Obligations to be immediately due and payable; and (b) terminate any further obligation to advance funds under the DIP Loan Facility.

ii. During the fourteen (14) business day notice period, Debtor may continue to use DIP Loan proceeds in accordance with this Interim Order and the DIP Documents, and may cure any Event of Default. Nothing herein shall prejudice the right of Debtor to seek expedited relief from this Court asserting that an Event of Default has not occurred.

iii. The foregoing notice provisions are without prejudice to the rights of the DIP Lender to seek earlier relief from this Court upon appropriate notice and hearing.

17. No Deemed Control. By making extensions of credit under the DIP Loan Facility, the DIP Lender shall not be deemed to be in control of Debtor or Debtor's operations, or to be acting as a "responsible person," "managing agent," or "owner or operator" with respect to Debtor.

18. Interim Order Controls. In the event of any conflict between the terms of the DIP Documents and this Interim Order, the provisions of this Interim Order shall govern and control.

19. Final Hearing. The Final Hearing on the Motion shall be held on **June 23, 2026, at 9:30 a.m**. at the George C. Young Federal Courthouse, 400 West Washington Street, Sixth Floor, Courtroom D, Orlando, Florida 32801. **Any objection to the relief requested in the Motion on a final basis must be filed and served no later than June 19, 2026, at 5:00 p.m. (prevailing Eastern time).**

20. Service. Promptly after the entry of this Interim Order, Debtor shall serve a copy of this Interim Order upon: (i) the Office of the United States Trustee; (ii) the DIP Lender and its counsel; (iii) all creditors appearing on Debtor's current creditor matrix; and (iv) all parties who have filed a notice of appearance in this Case. Such service shall constitute good and sufficient notice of the Final Hearing.

21. Retention of Jurisdiction. The Court retains jurisdiction to enforce this Interim Order according to its terms.

# # #

Melissa Youngman, Esq. is directed to serve a copy of this order on interested parties who are non-CM/ECF users and to file a proof of service within three days of entry of the order.

EXHIBIT A

May 26, 2026

From: Bay Point Advisors, LLC, a Delaware limited liability company (the "Dip Lender")

To: SLX I-Drive, LLC, a Florida limited liability company (the "Debtor" and, together with the DIP Lender, the "Parties")

Re: Terms of Debtor-in-Possession Financing

To Whom it May Concern:

This letter agreement (together with any attachments and appendices hereto, the "Letter Agreement"), dated as of the date first written above (the "Effective Date"), memorializes the terms of the debtor-in-possession credit facility (the "DIP Facility") to be provided by the DIP Lender to the Debtor, subject to the closing of the DIP Facility as set forth below.

This Letter Agreement shall not become binding unless and until (1) it is signed by the DIP Lender and the Debtor, and (2) it is approved by the U.S. Bankruptcy Court (the "Bankruptcy Court") presiding over the Debtor's bankruptcy case via an order acceptable in form and substance to the DIP Lender in its reasonable discretion and which provides the DIP Lender the protections of Section 364(e) of the Bankruptcy Code (defined below). Prior to satisfaction of the two conditions set forth in the immediately preceding sentence, this Letter Agreement shall be non-binding, for discussion purposes only and shall not be construed as an unconditional commitment of any kind to provide the DIP Facility.

1. **The Purpose of the DIP Facility; Chapter 11 Bankruptcy Filing.** The Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Middle District of Florida, Orlando Division (the "Bankruptcy Court"), on April 28, 2026 (the "Petition Date"). The Debtor requires funding for, among other expenses, the on-going costs associated with the bankruptcy case and related proceedings, including allowed administrative expenses of the Debtor's estate and any fees owed pursuant to 28 U.S.C. § 1930(a)(6). The Debtor has requested, and the DIP Lender has agreed to loan certain amounts to the Debtor on the terms and conditions set forth in this Letter Agreement, as may be amended or otherwise altered by the agreement of the Parties or order of the Bankruptcy Court, via the DIP Facility. The DIP Facility is intended to provide short-term liquidity pursuant to a mutually agreed-upon budget and subject to the oversight of the Bankruptcy Court and DIP Lender. The Parties agree to use reasonable efforts to seek promptly the Bankruptcy Court's approval of the DIP Facility.

2. **The DIP Facility.** On or before two (2) business days after the execution of this Letter Agreement, the Debtor shall file a motion (the "DIP Motion") with the Bankruptcy Court requesting authority to enter into the DIP Facility on the terms as more fully described in the DIP Facility Term Sheet attached hereto as **Exhibit A** and incorporated by reference herein (and as to which all capitalized terms not defined therein shall have the meaning set forth in this Letter Agreement).

3. **Events of Default.** See attached **Exhibit A**, which is incorporated by reference herein.

4. **Miscellaneous.**

A. **Entire Agreement.** This Letter Agreement, including the DIP Facility Term Sheet, and the documents executed in connection herewith shall contain the entire agreement between and among the Parties with respect to the subject matter hereof. There are no oral agreements between or among the Parties with respect to this Letter Agreement. All prior negotiations between the Parties are merged into this Letter Agreement. This Letter Agreement may only be amended or extended in writing signed by the Parties. No course of dealing shall vary the express terms of this Letter Agreement. However, at closing, the parties will execute a complete set of loan documents incorporating the terms of the Term Sheet and this Agreement, subject to the final approval by both the Borrower and DIP Lender.

B. **Governing Law.** This Letter Agreement and the DIP Facility shall be governed by the law of the State of Florida, without respect to applicable conflicts of laws principles, and the Bankruptcy Code.

C. **Headings.** The headings contained in this Letter Agreement and any exhibits hereto are inserted for convenience only and shall not affect the meaning or interpretation of this Letter Agreement or any provision hereof.

D. **Construction.** Unless the context otherwise requires, singular nouns and pronouns, when used herein shall be deemed to include the plural of such noun or pronoun, and pronouns of one gender or no gender shall be deemed to include the equivalent pronoun of any or no gender. The Parties acknowledge that each of the Parties and its counsel have reviewed this Letter Agreement and DIP Facility Term Sheet and hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Letter Agreement or any amendments or exhibits hereto.

E. **3rd-Party Beneficiaries; No Assignment.** Except as expressly provided herein, no person, organization, or association other than the Parties shall have any rights or claims under this Letter Agreement, which shall be binding on the successors, heirs, and assigns of the undersigned.

F. **Delivery; Counterparts.** Each of the Parties agrees to execute and deliver such other documents and instruments as may be reasonably necessary to fully affect the purposes of this Letter Agreement. This Letter Agreement may be executed in one or more counterparts which, when combined, shall constitute one completed original. A facsimile signature or electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a party's execution of this Letter Agreement without necessity of further proof. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Letter Agreement to produce or account for more than one such counterpart.

G. **Severability.** If any provision of this Letter Agreement is determined to be unenforceable or is not approved by the Bankruptcy Court, then the DIP Lender, in its sole and absolute discretion, shall have the right to declare whether the remainder of this Letter Agreement shall remain in full force and effect or be deemed null and void.

H. Authorization; Legal Representation. The Parties have each approved the terms of this Letter Agreement, as further described in the DIP Facility Term Sheet; and have duly authorized the individual designated below to execute this Letter Agreement on its behalf. The Parties each acknowledge that they are represented by counsel and have had a full and complete opportunity to review this Letter Agreement and DIP Facility Term Sheet and negotiate the terms and conditions contained herein and the documents appended hereto or contemplated hereunder.

I. Bankruptcy Court Approval. The Parties acknowledge that effectiveness of this Letter Agreement is conditioned upon entry of an order by the Bankruptcy Court approving the DIP Facility on the terms set forth herein and in the DIP Facility Term Sheet.

IN WITNESS WHEREOF, the parties have executed this Letter Agreement as of the date first written above.

DIP LENDER:
BAY POINT ADVISORS, LLC
a Delaware limited liability company

By: Mitchell Dagley
Mitchell Dagley (May 28, 2026 15:44:22 EDT)
Name: Mitchell Dagley
Title: Managing Director, Originations
Email: mitchelldagley@baypointadvisors.com
Address: 3050 Peachtree Rd, Suite 740
City, State: Atlanta, GA 30305
Phone: 404.963.6031

BORROWER:
SLX I-DRIVE, LLC
a Florida limited liability company

By: Anthony DelGuidice
Name: Anthony DelGuidice
Title: Manager
Email: anthony@delamerican.com
Address: 1101 Schultz Ave
City, State: Winter Park, FL
Phone: 32789

GUARANTOR:

By: Anthony DelGuidice
Name: Anthony DelGuidice

[Schedule A – Approved Budget to be attached]

Rate 0.15%	Budget Total	Week1 6/8/26	Week2 6/5/26	Week3 6/12/26	Week4 6/19/26	Week5 6/26/26	Week6 7/3/26	Week7 7/10/26	Week8 7/17/26	Week9 7/24/26	Week10 7/31/26	Week11 8/7/26	Week12 8/14/26	Week13 8/21/26	POST Week 13 TBD Unless Listed
Balance Remaining	$ 2,700,000.00	$ 1,770,284.27	$ 1,770,284.27	$ 1,770,284.27	$ 1,770,284.27	$ 1,487,384.27	$ 1,487,384.27	$ 1,487,384.27	$ 1,448,639.27	$ 1,220,739.27	$ 1,207,305.02	$ 1,207,305.02	$ 1,207,305.02	$ 981,905.02	
Balance Drawn		$ 929,715.73	$ 929,715.73	$ 929,715.73	$ 929,715.73	$ 1,212,615.73	$ 1,212,615.73	$ 1,212,615.73	$ 1,251,360.73	$ 1,479,260.73	$ 1,492,694.98	$ 1,492,694.98	$ 1,492,694.98	$ 1,718,094.98	
Interest Due	$ 405,000.00	**$ 405,000.00**													
Loan Closing Costs	$ 106,000.00	**$ 106,000.00**													
Admin Deposit	$ 15,000.00	**$ 15,000.00**													
HUD Deposit	$ 300,000.00														$ 300,000.00
3rd Party Market Studies	$ 48,745.00	$ 10,000.00							$ 38,745.00						
BK Legal (Payment time TBD)	$ 100,000.00														$ 100,000.00
Del American	$ 175,000.00	$ 50,000.00				$ 25,000.00				$ 25,000.00				$ 25,000.00	$ 50,000.00
Fence Rental and Insurance	$ 4,000.00	**$ 2,000.00**				$ 400.00				$ 400.00				$ 400.00	$ 800.00
Kimley-Horn (Civil Eng)	$ 45,788.00	$ 45,788.00													
Baker Barios (ID-Arch)	$ 64,171.00	$ 64,171.00													
Gray Robinson	$ 61,756.73	$ 61,756.73													
Kimley-Horn (Civil Eng)	$ 120,000.00	$ 20,000.00				$ 60,000.00				$ 30,000.00				$ 10,000.00	
Baker Barios (ID-Arch)	$ 15,000.00					$ 7,500.00				$ 7,500.00					
Nelson Arch	$ 650,000.00	$ 100,000.00				$ 100,000.00				$ 100,000.00				$ 100,000.00	$ 250,000.00
HUD attorney for plan	$ 75,000.00					$ 25,000.00				$ -				$ 25,000.00	$ 25,000.00
Rinaldi (Design Assist)	$ 45,000.00					$ 15,000.00				$ 15,000.00				$ 15,000.00	
Benworth	$ 250,000.00	**$ 50,000.00**				$ 50,000.00				$ 50,000.00				$ 50,000.00	$ 50,000.00
Trustee Fee	$ 13,434.25										$ 13,434.25				
Contingency/Misc.	$ 206,105.02														$ 206,105.02
Total	$ 2,493,894.98	$ 929,715.73	$ -	$ -	$ -	$ 282,900.00	$ -	$ -	$ 38,745.00	$ 227,900.00	$ 13,434.25	$ -	$ -	$ 225,400.00	$ 981,905.02

SLX_DIP_Letter_Agreement 05_26_2026

Final Audit Report 2026-05-28

Created:	2026-05-28
By:	Melissa Youngman (melissayoungman@melissayoungman.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAApw4fOqTdLcOVcVQEDYbdRkToyWUQFPO8

"SLX_DIP_Letter_Agreement 05_26_2026" History

Document created by Melissa Youngman (melissayoungman@melissayoungman.com)
2026-05-28 - 7:42:39 PM GMT- IP address: 72.239.173.100

Document emailed to mitchelldagley@baypointadvisors.com for signature
2026-05-28 - 7:43:43 PM GMT

Email viewed by mitchelldagley@baypointadvisors.com
2026-05-28 - 7:43:57 PM GMT- IP address: 63.209.214.154

Signer mitchelldagley@baypointadvisors.com entered name at signing as Mitchell Dagley
2026-05-28 - 7:44:20 PM GMT- IP address: 63.209.214.154

Document e-signed by Mitchell Dagley (mitchelldagley@baypointadvisors.com)
Signature Date: 2026-05-28 - 7:44:22 PM GMT - Time Source: server- IP address: 63.209.214.154 - Signature Appearance Selected: TYPE

Document emailed to Anthony DelGuidice (anthony@delamerican.com) for signature
2026-05-28 - 7:44:24 PM GMT

Email viewed by Anthony DelGuidice (anthony@delamerican.com)
2026-05-28 - 7:44:28 PM GMT- IP address: 192.178.11.101

Document e-signed by Anthony DelGuidice (anthony@delamerican.com)
Signature Date: 2026-05-28 - 7:46:24 PM GMT - Time Source: server- IP address: 71.214.0.141 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-05-28 - 7:46:24 PM GMT

EXHIBIT B

BAY POINT
ADVISORS LLC

May 27, 2026
Term Sheet

This Term Sheet reflects the intention of the parties, but for the avoidance of doubt neither this Term Sheet nor its acceptance shall give rise to any legally binding or enforceable obligation on any party, except with regard to the Surviving Provisions (defined herein). No contract or agreement providing for any transaction involving Bay Point ("Lender") and the Loan Parties shall be deemed to exist between the parties and any of their affiliates unless and until definitive agreements have been executed and delivered. Bay Point may withdraw this Term Sheet for any reason or no reason at all, nonetheless, it expires without further notice on June 5, 2026 at 5:00 pm, prevailing Eastern Standard Time. Capitalized terms not defined herein shall be construed to mean the definition adjacent to such bolded term below.

Loan Amount:	\$2,700,000 (two million seven hundred thousand dollars even). This facility will be based on the DIP budget, and any existing lenders will be primed. Use of funds will include (i) all allowed administrative expenses awarded to Borrower's professionals not to exceed the aggregate sum of \$750,000; and (ii) any fees owed by Borrower pursuant to 28 U.S.C. Section 1930(a)(6).
Use of Funds:	Debtor-In-Possession (DIP) Financing
Collateral:	Senior, first-out DIP facility secured by an all-asset lien on Borrower, including a 1st Mortgage on 6603 International Drive, Orlando, FL 32819
Funding Date:	Subject to Bankruptcy Court approval of this DIP Financing and approval of Budget, Lender and Borrower agree to make reasonable efforts to effectuate closing within 10 days of Bankruptcy Court approval.
Borrower:	SLX I-Drive, LLC
Guarantor(s):	Anthony DelGuidice
Loan Parties:	The Borrower and Guarantor(s) are collectively referred to as the Loan Parties in this Term Sheet.
Maturity:	12 months from the date of the closing.
Interest Rate:	Fifteen percent (15%) per year, paid monthly in arrears.
Origination Fee:	At closing, the Lender will receive an origination fee equal to 2% of the Loan Amount.
Exit Fee:	At payoff, the Lender will receive an exit fee equal to 1% of the Loan Amount.

Interest Reserve: At closing, the Lender will escrow an amount equal to the first 12 months of interest payments. At loan payoff, any escrow balance will be credited on the payoff statement or returned to the Borrower.

Liquidated Damages: Borrower agrees to pay Bay Point a fee of $150,000 in the event the loan is preliminarily approved by the Bankruptcy Court but does not close for any reason other than a breach by Lender. This fee is in addition to Loan Costs.

Profit Share: Lender will receive a future payment of $1,000,000 upon the sale or refinance of the completed project.

Prerequisites: The funding of the loan is subject to Lender's review and approval of the items listed below, in its sole and absolute discretion. The Lender's due diligence process may require additional items as well.

- Personal financial statement, tax returns, credit report, and criminal background checks for the Guarantor.
- Updated title search and lender's title policy.
- Updated ALTA survey endorsed to Lender.
- Updated ESA Phase 1 endorsed to Lender.
- Collateral insurance policies naming the Lender as additional insured/mortgagee.
- Loan, Guaranty, UCC-1 Filing documents, and opinions acceptable to Lender.

Administrative Deposit: At loan closing (via the closing statement), Borrower agrees to establish an administrative deposit in the amount of $15,000 to pay any expenses incurred by the Lender during the course of the loan term. Any remaining balance will be returned to Borrower after the subject loan has been paid in full.

Loan Costs: Borrower agrees to pay all expenses and costs incurred by Lender in connection with underwriting and preparing to close the loan, including but not limited to lender legal fees, title searches, survey and updates to 3rd party reports, and a $10,000 due diligence fee payable to Clifton Property Trust. The provisions of this paragraph shall survive the termination of this Term Sheet.

Due Diligence Access: The Loan Parties shall provide due diligence items reasonably required by the Lender in connection with the entry by the parties into the Loan and the security interests as herein provided. The Loan Parties shall furnish supplemental information or documentation which Lender or their respective counsel reasonably deems necessary in connection with the Loan. The Loan Parties agree and acknowledge that a credit report and criminal background check will be processed by Lender.

Venue/Choice of Law: This Term Sheet shall be construed and enforced exclusively pursuant to the laws of the state of Florida (assuming that is the location of the Bankruptcy Court).

Surviving Provisions: The following provisions shall survive and remain enforceable after the termination of this Term Sheet: Administrative Deposit (and replenishment of the same), Liquidated Damages, Loan Costs, and the provisions regarding venue and choice of law.

SIGNED AND ACCEPTED,

LENDER:

BAY POINT ADVISORS, LLC

a Delaware limited liability company

DocuSigned by:

By: Mitchell Dagley

9E4887DF47ED4C4...

Name: Mitchell Dagley

Title: Managing Director, Originations

Email: mitchelldagley@baypointadvisors.com

Address: 3050 Peachtree Rd, Suite 740

City, State: Atlanta, GA 30305

Phone: 404.963.6031

BORROWER:

SLX I-DRIVE, LLC

a

Signed by:

By: Anthony DelGuidice

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Name: Anthony DelGuidice

Title: Managing Member of Del-American I-Drive LLC, Manager of SLX I-Drive, LLC

Email: anthony@delamerican.com

Address: 1101 Schultz Ave.

City, State: Winter Park, FL 32789

Phone: 407-921-0100

ADDITIONAL ACKNOLWEDGEMENT AND AUTHORIZATION

I hereby certify that the information contained herein is complete and accurate. I understand that by signing below I am providing 'written instructions' to Bay Point Advisors, LLC under the Fair Credit Reporting Act authorizing Bay Point Advisors, LLC to obtain information from my personal credit report or other information from Experian. I authorize Bay Point Advisors, LLC to obtain such information solely for commercial transaction purposes. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for to verify the information contained herein.

GUARANTOR:

Signed by:

By: Anthony DelGuidice

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Name: Anthony DelGuidice