

1 GARMAN TURNER GORDON LLP
 2 GREGORY E. GARMAN, ESQ.
 Nevada Bar No. 6654
 3 E-mail: ggarman@gtg.legal
 WILLIAM M. NOALL, ESQ.
 4 Nevada Bar No.3549
 E-mail: wnoall@gtg.legal
 5 TALITHA GRAY KOZLOWSKI, ESQ.
 Nevada Bar No. 9040
 6 E-mail: tgray@gtg.legal
 TERESA M. PILATOWICZ, ESQ.
 7 Nevada Bar No. 9605
 E-mail: tpilatowicz@gtg.legal
 8 7251 Amigo Street, Suite 210
 9 Las Vegas, Nevada 89119
 Tel: (725) 777-3000
 10 *Proposed Counsel for Debtors*

11 **UNITED STATES BANKRUPTCY COURT**
 12 **DISTRICT OF NEVADA**

13 In re:

14 THRILL INTERMEDIATE LLC

15 THRILL HOLDINGS LLC

16 SUPERJACKET PRODUCTIONS
LLC

17 PURPLE SHARK, LLC

18 PERFECT FEET PRODUCTIONS,
19 LLC

20 CROWN MEDIA
ENTERTAINMENT, LLC

21 CONDUIT POST, LLC

22 NITROCROSS IP
23 HOLDINGS LLC

24 NITRO RALLYCROSS LLC

25 AFFECTS ALL DEBTORS

26 Debtors.

Lead Case No.: 25-15714-MKN
Chapter 11

Jointly administered with:

☐ Thrill Holdings LLC
Case No. 25-15715-mkn

☐ Superjacket Productions LLC
Case No. 25-15716-mkn

☐ Purple Shark, LLC
Case No. 25-15717-mkn

☐ Perfect Feet Productions, LLC
Case No. 25-15718-mkn

☐ Crown Media Entertainment, LLC
Case No. 25-15719-mkn

☐ Conduit Post, LLC
Case No. 25-15720-mkn

☒ Nitrocross IP Holdings LLC
Case No. 25-15721-mkn

Nitro Rallycross LLC
Case No. 25-15722-mkn

27 Date: December 3, 2025
28 Time: 9:30 a.m.

**MOTION FOR ORDER AUTHORIZING DEBTORS'
USE OF THEIR PRE-PETITION FUNDS AND POST-PETITION REVENUE**

Debtors¹ respectfully submit this motion (“Motion”) pursuant to Sections² 105, 361, 363, 506, and 552, and Bankruptcy Rules 3012 and 4001(b) for entry of an order authorizing Debtors to use their pre-petition funds and post-petition revenue in the ordinary course of business to satisfy their obligations contemplated in the budget attached hereto as **Exhibit 1** (the “Budget”). In the alternative, to the extent Debtors have any “cash collateral” (as defined in Section 363(a)), Debtors request entry of an order authorizing the use of such cash collateral pursuant to the Budget. This Motion is made and based on the points and authorities herein, the *Omnibus Declaration of Jeremy Rosenthal in Support of Debtors’ Chapter 11 Cases* (the “Omnibus Decl.”), the papers and pleadings on file herein, judicial notice of which are requested, and any arguments of counsel made at any hearings on the Motion.

I. INTRODUCTION

Debtors do not make widgets, or sell goods, or operate real property. Debtors produce the series “Ridiculousness” (the “Series”) for the network owned by New Remote Productions, Inc. (“MTV”). The Series is a comedy clip show distributed on MTV and Paramount Plus, where Rob Dyrdek and other co-hosts present and comment on viral videos—stunts, pratfalls, and everyday chaos—all played on a giant video wall. The Series, with over 1,000 episodes, has had a culturally significant impact, mainstreaming meme/internet humor on cable TV and streaming platforms. The Series currently constitutes over 50% of the programming exhibited on MTV. For instance,

¹ The debtors in the affiliated case are: Thrill Intermediate LLC (“Intermediate”), Case No. 25-15714-mkn; Thrill Holdings LLC (“Holdings”), Case No. 25-15715-mkn; Superjacket Productions LLC (“Superjacket”), Case No. 25-15716-mkn; Purple Shark, LLC (“Purple Shark”), Case No. 25-15717-mkn; Perfect Feet Productions, LLC (“Perfect Feet”), Case No. 25-15718-mkn; Crown Media Entertainment, LLC (“Crown”), Case No. 25-15719-mkn; Conduit Post, LLC (“Conduit”), Case No. 25-15720-mkn; Nitrocross IP Holdings LLC (“Nitrocross IP”), Case No. 25-15721-mkn; and Nitro Rallycross LLC (“Rallycross”), Case No. 25-15722-mkn (collectively, the “Debtors,” and their bankruptcy cases, the “Chapter 11 Cases”).

² Unless otherwise stated, all Chapter and Section references are to Title 11 of the U.S. Code (the “Bankruptcy Code”), all Bankruptcy Rule references are to the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and all references to Local Rules are to the Local Rules of Bankruptcy Practice for the U.S. District Court for the District of Nevada (the “Local Rules”).

on September 30, 2025, MTV exhibited the Series in 29 separate episodes for a total of 14.5 hours. *See* Omnibus Decl. ¶¶ 12 - 20.

Debtors do not own the intellectual property for the Series. Rather, Debtors use the talent (i.e. the creativity, labor, notoriety, and services) of their team to host the Series, write the scripts, curate the video clip content, and produce, edit, and deliver each episode. Debtors' post-petition revenue arises from Debtors' post-petition services necessary to be "ready, willing and able" to produce and deliver the episodes of the Series to MTV. *See id.* ¶ 88.

Debtors will use their pre-petition cash and post-petition revenue to ensure that they are "ready, willing and able" to produce and deliver the series episodes as required by the Production Services Agreement (as amended, the "PSA") and to pay professional fees to preserve and maximize the value of the Debtors' assets, and particularly, the Series. Each expense included within the Budget is necessary to ensure Debtors are able to meet their obligations under the PSA, which generates the overwhelming majority of the Debtors' revenue. *See id.* ¶ 89.

II. JURISDICTION AND VENUE

This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue in this judicial district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory basis for the Motion is sections 105, 361, 363, 506, and 553 of the Bankruptcy Code, and Bankruptcy Rules 3012 and 4001(b). Debtors continue to manage their property as debtors and debtors-in-possession pursuant to Sections 1107(a) and 1108.

Pursuant to Local Rule 9014.2, Debtors consent to entry of final order(s) or judgment(s) by the bankruptcy judge if it is determined that the bankruptcy judge, absent consent of the parties, cannot enter final orders for judgment consistent with Article III of the United States Constitution.

III. STATEMENT OF PERTINENT FACTS

1. On September 28 and 29, 2025, each of the Debtors filed a voluntary petition under Chapter 11 of the Bankruptcy Code, thereby commencing the Chapter 11 Cases. *See* ECF No. 1.

2. Intermediate owns 100% of Holdings' membership interests. Holdings owns 100% of NRX, Nitro Rallycross, and Superjacket's membership interests. Superjacket owns 100% of

Purple Shark, Perfect Feet, Crown, and Conduit's membership interests. *See* Omnibus Decl. ¶ 11.

3. As set forth above, Debtors' principal business is the production of the Series. Rob Dyrdek is the Series' celebrity host and executive producer and Matthew Cabral is Superjacket's Chief Operating Officer and responsible for overseeing production. MTV, Mr. Dyrdek, Mr. Cabral, and Debtors' relationships are governed by a series of complex agreements entered into and amended over the course of the last 16 years. The financial arrangements between MTV, Mr. Dyrdek, Mr. Cabral, and Debtors are highly confidential. Accordingly, paragraphs 20-56 of the Omnibus Declaration (which has been redacted and portions filed under seal in accordance with the contractual confidentiality provisions) are incorporated herein by this reference. *See id.* ¶¶ 20-56.

4. The Senior Lenders³ underwrote their loans based on the agreements now at issue between the Debtors and MTV, Mr. Dyrdek, Mr. Cabral, and others.

5. Specifically, on May 27, 2022, Holdings, as borrower, and Intermediate, Conduit, Crown, Perfect Feet, and Purple Shark, among others, as guarantors, entered into the Credit Agreement dated as of May 27, 2022, with U.S. Trust Company, N.A., as administrative agent, and PGIM, Inc., as lead lender representative and sole bookrunner, and Prudential Investment Management Services, LLC, as lead arranger, for various lenders (as amended, the "Credit Agreement"). Through subsequent transactions and amendments to the Credit Agreement, Rallycross, Nitrocross IP, and Superjacket became guarantors under the Credit Agreement. *See id.* ¶¶ 63-67, Exs. 8 and 11.

³ Pursuant to their Bankruptcy Rule 2019 statement filed at ECF No. 50, the lenders under the Credit Agreement are: (i) 34th Street Funding, LLC, managed or controlled by CION Investment Corporation, asserting an outstanding principal amount of \$18,602,301.31; (ii) MGG Offshore Funding IV LLC, MGG Onshore Funding IV LLC, MGG SF Drawdown Unlevered Master Fund III (Cayman) LP, MGG SF Drawdown Unlevered Offshore III SPV S.a.r.l., MGG SF Evergreen Unlevered Master Fund II (Cayman) LP, and MGG US Direct Lending Fund 2019 LP, managed or controlled by MGG Investment Group LP, and asserting an outstanding principal amount of \$11,161,380.44; (iii) Fund Bayerinvest SDF 2-Fonds, PGIM Non-US Investors / Non-US Senior Debt I Fund, PGIM Non-US Investors / US Senior Debt I Fund A, PGIM Senior Loan Opportunities (Levered) I, L.P., PGIM Senior Loan Opportunities Management Fund I, L.P., Pruco Life Insurance Company, PSLO I US Investors Levered Debt SPV LLC, The Prudential Insurance Company of America, and Windhill CLO 1, Ltd., managed or controlled by PGIM, Inc., and asserting an outstanding principal amount of \$55,806,904.26 (the "Senior Lenders").

6. Concurrently with the Credit Agreement, the parties entered into the Security Agreement dated May 27, 2022 and the Pledge Agreement dated May 27, 2022, granting security interests in certain collateral owned by the Debtors. *See id.* ¶ 64 and Exs. 9 and 10.

7. The Senior Lenders filed UCC-1 Financing Statements in Delaware and California, as applicable. The Senior Lenders also negotiated for, and received (via their counsel), draft control agreement(s) with respect to the Debtors' bank accounts but, for reasons unknown to the Debtors, the Senior Lenders chose not to proceed with executing such control agreements. *See id.* ¶ 65. Thus, the Senior Lenders never perfected an interest in Debtors' cash or deposit accounts.

8. Debtors filed their Chapter 11 Cases to preserve and maximize the value of Debtors' business. As discussed at length in the Dismissal Opposition [ECF No. 76],⁴ Debtors' Chapter 11 Cases became immediately necessary when the Senior Lenders' pre-petition actions jeopardized not only future revenue but Debtors' ongoing viability, potentially harming all stakeholders, including lenders, creditors, employees, contractors, vendors, and contract counterparties. *See* ECF No. 76; Omnibus Decl. ¶ 6.

9. Debtors took quick corrective action to prevent and/or cure the Senior Lenders' malfeasance. To enable the Debtors to commence these Chapter 11 Cases for the purposes of preserving and maximizing value, Estremo LLC (the "Sponsor"), an equity holder of Thrill Partners, LLC, the parent of Intermediate, agreed to fund a \$2 million subordinated loan to Intermediate. This loan was funded on September 26, 2025. The proceeds of this subordinated loan were used by Intermediate to fund retainers to Force Ten Partners LLC, Sheppard, Mullin, Richter & Hampton LLP, and Garman Turner Gordon LLP, and to ensure Debtors had uncontested operating cash for the first few weeks of the Chapter 11 Cases. *See id.* ¶ 83.

10. As set forth in the Debtors' schedules, on the Petition Date, Debtors held the following amounts in their bank accounts: (i) Intermediate - \$443,551.08; (ii) Superjacket - \$88,164.47; (iii) Rallycross - \$5,778.98; (iv) Purple Shark - \$6,706,461.05; (v) Crown -

⁴ "Dismissal Opposition" means Debtors' *Opposition to Motion of the Ad Hoc Group of First Lien Lenders and the Administrative Sub-Agent for First Lien Lenders for an Order Dismissing the Purported Debtors' Chapter 11 Petitions Void Ab Initio* [ECF No. 76].

\$412,858.19; and (vi) Conduit - \$16,492.20 (collectively, the “Deposit Account Funds”). *See* ECF No. 74, in case number 25-15714-mkn; ECF No. 53, in case number 25-15716-mkn; ECF No. 52, in case number 25-15717; ECF No. 53, in case number 25-15719; ECF No. 52, in case number 25-15720.

11. As set forth in the Budget, Debtors intend to use their Deposit Account Funds and post-petition revenue to ensure that they are “ready, willing and able” to produce and deliver the Series episodes as required by the PSA and to pay professional fees to preserve and maximize the value of Debtors’ assets. Each expense included within the Budget is necessary to ensure Debtors are able pay their professionals and to meet their obligations under the PSA, which generates the majority of the Debtors’ revenue. *See* Omnibus Decl. ¶ 89.

IV. LEGAL ARGUMENT

A. The Senior Lenders Have Failed to Carry Their Burden of Establishing the Existence of Any Cash Collateral.

Section 363(a) defines “cash collateral” as:

Cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents whenever acquired in which the estate and an entity other than the estate have an interest and includes the proceeds, products, offspring, rents, or profits of property and the fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties subject to a security interest as provided in section 552(b) of this title, whether existing before or after the commencement of a case under this title.

11 U.S.C. § 363(a).

The “interest” set forth in Section 363(a) refers to a valid and perfected security interest between the parties that secures the cash collateral. *See In re Corner Pockets of the Sw., Inc.*, 85 B.R. 559, 562 (Bankr. D. Mont. 1988) (stating that only perfected security interests give rise to “cash collateral” as defined by Section 363); *Waldron v. Nw. Acceptance Corp. (In re Johnson)*, 62 B.R. 24, 28-29 (B.A.P. 9th Cir. 1986).

12. While Debtors have the burden of proof on the issue of adequate protection, the Senior Lenders, as the party claiming an interest in the alleged cash collateral, have the burden of proof on the issue of validity, priority, and/or extent of its interest in the property. *See* 11 U.S.C. § 363(p); *In re Las Vegas Monorail Co.*, 429 B.R. 317, 328 (Bank. D. Nev. 2010). The Senior

1 Lenders must satisfy the two-prong test: “First, as a preliminary matter, the party must prove that
 2 it holds a perfected security interest in post-petition revenues to which its liens still rightly attach.
 3 Second, a party must prove the amount of money to which its liens attach.” *See id.* (citing
 4 *Chequers Inv. Assocs. v. Hotel Sierra Vista Ltd. P’ship (In re Hotel Sierra Vista Ltd. P’ship)*, 112
 5 F.3d 429, 434 (9th Cir. 1997)). Despite filing their *Motion to Prohibit Cash Collateral Use*, the
 6 Senior Lenders have wholly failed to carry their burden of establishing any interest in Debtors’
 7 cash. *See* ECF No. 30.

8 **1. The Senior Lenders do not have a perfected lien in the Deposit Account Funds.**

9 Under the Uniform Commercial Code, a “deposit account” includes “a demand, time,
 10 savings, passbook, or similar account maintained with a bank.” U.C.C. § 9-102(29). A security
 11 interest in a deposit account can only be perfected by control. U.C.C. § 9-104. As the Senior
 12 Lenders admit, they did not have control over the Deposit Account Funds as of the Petition Date
 13 (or ever). Accordingly, the Senior Lenders do not have a perfected security interest in the Deposit
 14 Account Funds.

15 Beyond this, the Senior Lenders have utterly failed to carry their burden of establishing a
 16 perfected lien in the Deposit Account Funds. Instead, the Senior Lenders simply state that “cash
 17 in the Deposit Accounts constitutes Cash Collateral within the meaning of the Bankruptcy Code
 18 because it is readily traceable as identifiable proceeds of the Collateral....” ECF No. 30, p. 4, ll.
 19 2-5. However, the Senior Lenders have failed to provide the legal analysis for how or why such
 20 funds constitute the alleged “identifiable proceeds” or to conduct the requisite tracing to render them
 21 “readily traceable.” The Senior Lenders cannot carry their burden on mere allegations,
 22 unsupported by law or evidence. *See In re Skagit Pacific Corp.*, 316 B.R. 330, 336 (B.A.P. 9th
 23 Cir. 2004) (confirming that the burden of tracing proceeds of collateral is on the party claiming
 24 the security interest and discussing the lender’s burden of tracing using the lowest intermediate
 25 balance rule).

26 The Senior Lenders—admittedly lacking the required control over the Deposit Account
 27 Funds—have thus failed to carry their burden to legally or factually establish that any of the
 28 Deposit Account Funds constitute cash collateral within the meaning of Section 363(a). However,

even if they were able to do so, as discussed below, Debtors should nonetheless be permitted to use any such cash collateral in accordance with their proposed Budget pursuant to Section 552(b)'s equities of the case exception and because the Senior Lenders are adequately protected by virtue of the preservation of the value of their collateral.

2. Section 552 terminates any lien in Debtors' post-petition revenue.

Pre-petition security interests generally do not extend to property acquired post-petition, except for certain limited exceptions. Section 552 provides, in relevant part, as follows:

(a) Except as provided in subsection (b) of this section, property acquired by the estate or by the debtor after the commencement of the case is not subject to any lien resulting from any security agreement entered into by the debtor before the commencement of the case.

(b)(1) Except as provided in sections 363, 506(c), 522, 544, 545, 547, and 548 of this title, if the debtor and an entity entered into a security agreement before the commencement of the case and if the security interest created by such security agreement extends to property of the debtor acquired before the commencement of the case and to proceeds, products, offspring, or profits of such property, then such security interest extends to such proceeds, products, offspring, or profits acquired by the estate after the commencement of the case to the extent provided by such security agreement and by applicable nonbankruptcy law, **except to any extent that the court, after notice and a hearing and based on the equities of the case, orders otherwise.**

11 U.S.C. § 552 (emphasis added).

Thus, Section 552(a) severs a pre-petition floating lien at the petition date. *See Philip Morris Capital Corp. v. Bering Trader, Inc. (In re Bering Trader, Inc.)*, 944 F.2d 500, 502 (9th Cir.1991) ("The purpose of § 552(a) is 'to allow a debtor to gather into the estate as much money as possible to satisfy the claims of all creditors.'").

Section 552(b)(1) provides a **narrow** exception, restoring a pre-petition lien only to the limited extent that the post-petition property is "proceeds, products, offspring, or profits" of pre-petition collateral. *See In re Las Vegas Monorail Co.*, 429 B.R. 317, 327 (Bank. D. Nev. 2010); *Philip Morris Capital Corp. v. Bering Trader, Inc. (In re Bering Trader)*, 944 F.2d 500, 502 (9th Cir. 1991) (wherein the Ninth Circuit emphasized the Section 552(b) "explicitly lists the types of property to which a security interest continues" and refused to enlarge the list).

To qualify as a "proceed," the property must "necessarily derive[] from the sale, exchange or other dispensation of other encumbered property." *Philip Morris Capital Corp. v. Bering*

1 *Trader, Inc. (In re Bering Trader)*, 944 F.2d 500, 502 (9th Cir. 1991); *see also* U.C.C. § 9-
 2 102(a)(64) (2001) (defining proceeds as “whatever is acquired upon the sale, lease, license,
 3 exchange, or other disposition of collateral” or “whatever is collected on, or distributed on account
 4 of, collateral”). Stated another way, only property that is directly attributable to pre-petition
 5 collateral, without the addition of estate resources, can qualify as proceeds. *See 5 Collier on*
 6 *Bankruptcy* ¶ 552.02[2][a] (Alan N. Resnick & Henry J. Sommer eds., 16th ed. 2011); *In re Delco*
 7 *Oil, Inc.*, 365 B.R. 246, 249 (Bankr. M.D. Fla. 2007). Courts addressing the general issue of what
 8 constitutes proceeds have consistently held that revenue derived from the use of collateral, as
 9 opposed to the disposition or diminution of collateral, are not “proceeds.” *See In re S & J Holding*
 10 *Corp.*, 42 B.R. 249, 250 (Bankr. S.D. Fla. 1984); *CLC Equip. Co. v. Brewer (In re Value-Added*
 11 *Comm’n, Inc.)*, 139 F.3d 543, 546 (5th Cir. 1998); *In re Las Vegas Monorail*, 429 B.R. 317, 333-
 12 34 (Bankr. D. Nev. 2010).

13 The Ninth Circuit BAP applied this principle to accounts receivable in *In re Skagit Pacific*
 14 *Corp.*, holding that post-petition accounts are not ‘proceeds’ of prepetition collateral when they
 15 arise from post-petition performance; “proceeds of post-petition accounts receivable do not fall
 16 within the § 552(b) proceeds exception.” *In re Skagit Pacific Corp.*, 316 B.R. 330, 336 (B.A.P.
 17 9th Cir. 2004). The BAP expounded “revenue generated post-petition solely as a result of a
 18 debtor’s labor is not subject to a creditor’s pre-petition interest.” *Id.* (citing *In re Cafeteria*
 19 *Operators*, 299 B.R. 400, 405 (Bankr. N.D. Tex. 2003)). “[W]hat is produced by the debtor’s
 20 added value by its labor (or the value added by others’ labor) throughout the process of the
 21 reorganization effort will likewise not be subject to a creditor’s pre-petition interest. *See id.* (citing
 22 *In re Package Design & Supply Co.*, 217 B.R. 422, 426 (Bankr. W.D.N.Y. 1998) (consequences of
 23 added value may cause a commingling or other traceability problem that destroys the lien
 24 entirely)); *see also In re Las Vegas Monorail Co.*, 429 B.R. 317, 345 (Bank. D. Nev. 2010)
 25 (affirmatively citing *Skagit Pacific* and noting that even when one seeks to do an allocation of
 26 contributions between the collateral and the efforts of the debtor “often the efforts of the estate in
 27 generating the income predominate the allocation.”).

Here, MTV's payment obligations are contingent upon Debtors being "ready, willing and able" to produce and deliver episodes of the Series. *See* Omnibus Decl. ¶¶ 20 - 56, Ex. 2 -7. Debtors use the talent (i.e. the creativity, labor, notoriety, and services) of their team to host the Series, write the scripts, curate the video clip content, and produce, edit and deliver each episode. Debtors' post-petition revenue arises from Debtors' post-petition services necessary to be ready, willing and able to produce and deliver the episodes of the Series to MTV. *See id.* ¶ 88.

Thus, Debtors' post-petition revenue is not "proceeds" or "profits" of pre-petition collateral; this revenue is new property created by the estates' post-petition performance, services, and readiness. The post-petition payments are earned from post-petition services rendered by Debtors making iconic television. Accordingly, Debtors' post-petition revenue does not fall within the ambit of Section 552(b) and is not cash collateral.

B. In the Alternative, the Equities of the Case Exception Applies and Senior Lenders' Are Adequately Protected.

Were the Court to determine that certain of Debtors' post-petition revenue falls within the narrow ambit of Section 552(b), the Court should limit any application of Section 552(b) "based on the equities of the case." Here, because the estates' post-petition efforts and risk (organizing labor, talent, vendors; managing schedules and delivery; maintaining readiness) create the post-petition revenue, it is inequitable to divert that value to the pre-petition lien.

Furthermore, the equities of the case necessitate authorizing Debtors to make the specific payments required to enable Debtors to be "ready, willing and able" to produce and deliver the episodes, particularly where payments to certain talent are included within the MTV approved budgets and/or applicable contracts.

As aptly explained by the United States Bankruptcy Court for the Southern District of New York:

Even if there is a valid security interest in post-petition acquired property constituting the proceeds, products, offspring, or profits of pre-petition collateral, § 552(b)(1) still allows a court to trump a pre-petition lien to this post-petition acquired property after notice and a hearing and based on the equities of the case. Depending on equities of the case, profit or loss of the property may be given to the estate or to the secured party, or apportioned between them. The equities of the case doctrine is intended to ensure that secured creditors do not receive a windfall benefit when a trustee uses assets of the estate, for example, to finish uncompleted

1 inventory, and it is also used to adjust recovery by a secured creditor in situations
 2 where there is an improvement or decline in the post-petition collateral, especially
 in situations where the change in value is brought about by a party in the
 bankruptcy.

3 *In re Barbara K. Enterprises, Inc.*, 2008 WL 2439649 *11 (Bankr. S.D.N.Y. 2008).

4 Furthermore, the case law and the legislative history accompanying Section 552(b)
 5 similarly demonstrate that this equitable exception applies where an expenditure of estate funds
 6 increases the value of the collateral subject to the security interest in question, rather than depletes
 7 it. *See* H. Rep. No. 595, 95th Cong., 1st Sess. 376-77 (1977); *see also J. Catton Farms, Inc. v.*
 8 *First Nat. Bank of Chicago*, 779 F.2d 1242, 1246 (7th Cir. 1985); *Wolters Village, Ltd. v. Village*
 9 *Props., Ltd. (In re Village Props., Ltd.)*, 723 F.2d 441, 444 (5th Cir. 1984). Indeed,

10 [w]hen the secured creditor has undertaken affirmative action to protect its right to
 11 post-bankruptcy rents, . . . the courts have tended to limit the use to which the rents
 12 might be put. For the most part, Debtor in possession or trustee is permitted to use
 the rents for purposes of maintaining the property, for making real estate tax
 payments and, if there is a surplus, to make mortgage amortization payments.
 13 **These holdings comport with the requirement of adequate protection.**

14 *Saline State Bank v. Mahloch*, 834 F.2d 690, 693 n.7 (8th Cir. 1987) (emphasis added); *see also*
 15 *Hartsgan v. Pine Lake Village Apt. Co. (In re Pine Lake Village Apt. Co.)*, 16 B.R. 750 (Bankr.
 16 S.D.N.Y. 1982) (holding that despite the absence of a creditor's consent to debtor's use of post-
 17 petition cash collateral, debtor was authorized to use cash collateral to maintain its apartment
 18 property, and that this would ensure that the creditor was adequately protected); *In re Carbone*
 19 *Companies, Inc.*, 395 B.R. 631, 636-637 (Bankr. N.D. Ohio 2008); *In re Franklin Pembroke*
 20 *Venture II*, 105 B.R. 276, 278 (Bankr. E.D. Pa. 1989); *McCombs Properties VI, Ltd. v. First Texas*
 21 *Sav. Ass'n (In re McCombs Props. VI, Ltd.)*, 88 B.R. 261 (Bankr. C.D. Cal. 1988) (authorizing
 22 debtor's use of cash collateral to improve a building as the proposed renovation was likely to
 23 maintain or even increase the value of the secured creditor's collateral, thereby adequately
 24 protecting the lender); *In re Gunnison Center Apartments, LP*, 320 B.R. 391, 397-399 (Bankr. D.
 25 Colo. 2005) (finding that a secured creditor was adequately protected where the cash collateral
 26 was utilized to "operate the property in good fashion, pay the expenses of operation and the costs
 27 of maintenance to preserve and protect the property, and account for the monies received and the
 28 expenses paid").

As illustrated by the Budget, Debtors are seeking to use their post-petition revenue to ensure that they are “ready, willing and able” to produce and deliver the Ridiculousness episodes as required by the PSA and to pay professional fees. Each expense included within the Budget is necessary to ensure Debtors are able to meet their obligations under the PSA, which is Debtors’ means of generating revenue. The professional fees incurred in rectifying the Senior Lenders’ malfeasance through these Chapter 11 Cases likewise ensures Debtors are “ready, willing and able” to perform under the PSA and preserve and maximize the value and viability of Debtors’ business.

In *In Las Vegas Monorail Company*, Judge Bruce A. Markell explained how continuing revenue-generating operations serves as adequate protection:

Moreover, LVMC’s use of the cash it generates in its operations is itself a form of adequate protection. This is because LVMC’s continued investment in, and operation of, the monorail will increase, or at least maintain, the collateral’s value. A shuttered monorail will not generate any revenue, but every additional rider on the monorail will generate additional cash for distribution to the noteholders, after LVMC pays reasonable expenses. The Trustee has offered no evidence that monorail ridership is decreasing, as it would have needed to obtain additional adequate protection of its prepetition interests. This follows from the Supreme Court’s decision in *United Sav. Ass’n of Texas v. Timbers of Inwood Forest Assocs., Ltd.*, 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed.2d 740 (1988). In that case, the Court held that when collateral was not diminishing in value, the mere passage of time did not warrant adequate protection. *See id.* at 382, 108 S.Ct. 626; *In re Integrated Health Services, Inc.*, 260 B.R. 71, 74 (Bankr. D.Del. 2001) (denying adequate protection or stay relief because the creditor failed to provide sufficient evidence showing that the value of the collateral was declining); *In re Elmira Litho, Inc.*, 174 B.R. 892, 902 (Bankr. S.D.N.Y. 1994); *In re Continental Airlines, Inc.*, 134 B.R. 536, 544 (Bankr. D.Del. 1991) (citing *Timbers* for the proposition that: ‘An undersecured creditor is only entitled to adequate protection payments if its collateral is declining in value.’). Rather, the Debtor’s expenditures keep the monorail running and preserve the Trustee’s expectation in net revenues as their primary collateral.

In a similar manner, other courts have found that a debtor’s use of cash collateral to maintain properties from which rents are being generated is a sufficient form of adequate protection. *See Federal Nat’l Mortg. Ass’n v. Dacon Bolingbrook Assocs. Ltd. P’ship*, 153 B.R. 204, 214 (N.D.Ill.1993) (“[T]he required adequate protection of Rents is satisfied to the extent the Debtor reinvests the rents in the operation and maintenance of the property because the value of the secured creditor’s interest in its collateral will thereby be increased.”); *In re 499 W. Warren Street Assocs., Ltd. P’ship*, 142 B.R. 53, 58 (Bankr. N.D.N.Y. 1992) (allowing the use of cash collateral to maintain property); *McCombs Prop. VI, Ltd. v. First Texas Sav. Ass’n (In re McCombs Prop. VI, Ltd.)*, 88 B.R. 261, 267 (Bankr. C.D. Cal. 1988) (holding that rents could be spent to make repairs or renovations that would increase rent flow even without equity cushion); *In re Stein*, 19 B.R. 458, 460 (Bankr. E.D.Pa. 1982).

1 *In re Las Vegas Monorail Co.*, 429 B.R. 317, 341–42 (Bankr. D. Nev. 2010).

2 Consistent with the *Las Vegas Monorail*, the payment of the operational expenses set forth
 3 in the Budget enhance rather than diminish the value of the Senior Lenders' interest by generating
 4 cash for the payment of claims. Thus, Debtors have met their burden of showing that the Senior
 5 Lenders' interests (if any) are adequately protected, and Debtors should be granted authority by
 6 this Court to use their revenue as such use will enhance, not diminish, the value of the estates and
 7 any interest in Debtors' post-petition revenue.

8 **C. To the Extent Cash Collateral Exists, Its Use in Accordance with the Budget Is**
 9 **Necessary to Preserve Debtors' Value and to Allow Debtors to Reorganize.**

10 Authorizing Debtors' use of any cash collateral is consistent with the Bankruptcy Code's
 11 policy favoring reorganization. A bankruptcy court, where possible, should resolve issues
 12 presented in favor of reorganization. *See NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 528 (1984)
 13 (“[t]he fundamental purpose of reorganization is to prevent a debtor from going into liquidation,
 14 with an attendant loss of jobs and possible misuse of economic resources.”); *United States v.*
 15 *Whiting Pools, Inc.*, 462 U.S. 198, 203 (1983) (“By permitting reorganization, Congress
 16 anticipated that the business would continue to provide jobs, to satisfy creditors' claims, and to
 17 produce a return for its owner.

18 The U.S. Court of Appeals for the Tenth Circuit summarized this principle as follows:

19 Because the ultimate benefit to be achieved by a successful reorganization inures
 20 to all the creditors of the estate, a fair opportunity must be given to Debtors to
 21 achieve that end. Thus, while interests of the secured creditor . . . are of concern to
 the court, the interests of all the creditors also have bearing upon the question of
 whether use of cash collateral shall be permitted during the early stages of
 administration.

22 The first effort of the court must be to insure that the value of the collateral will be
 23 preserved. Yet, prior to confirmation of a plan of reorganization, the test of that
 24 protection is not to be the same measurements applied to the treatment of a secured
 creditor in a proposed plan. In order to encourage Debtors' efforts in a formative
 period prior to the proposal of a reorganization, the court must be flexible in
 approving the adequate protection standard.

25 *In re O'Connor*, 808 F.2d 1393, 1397 (10th Cir. 1987).

Granting Debtors' request to use cash collateral to make the payments in the Budget is in keeping with the Bankruptcy Code's general policy favoring reorganization, particularly as such relief will not result in the diminution of collateral.

D. Waiver of the Stay on the Effectiveness Is Warranted.

Bankruptcy Rule 6004(h) provides that an "order authorizing the use, sale, or lease of property . . . is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Under the circumstances of these Chapter 11 Case, including that the Motion was heard in the ordinary course, Debtors request that this Court waive the stay under Bankruptcy Rule 6004(h) and provide that the relief granted in the Order is effective immediately.

E. Reservation of Rights.

For the avoidance of doubt, nothing contained herein is intended or shall be construed as: (i) an admission as to the validity of any claim against Debtors; (ii) a waiver of Debtors' or any party in interest's rights to dispute the validity, priority or extent of any lien or claim; or (iii) an approval or assumption of any agreement or lease under Section 365. Likewise, if this Court grants the relief sought herein, any payment authorized pursuant to the Court's order is not intended and should not be construed as an admission to the validity, priority, or extent of any lien or claim, or a waiver of Debtors' rights to dispute such lien or claim subsequently.

V. CONCLUSION

WHEREFORE, Debtors respectfully request that the Court authorize Debtors' use of its Deposit Account Funds and post-petition revenue in the ordinary course in accordance with the Budget. To the extent that the Court determines the existence of any cash collateral, for the reasons set forth above, Debtors request authorization to use the cash collateral in accordance with the Budget.

DATED this 6th day of November, 2025.

GARMAN TURNER GORDON LLP

By: /s/ Talitha Gray Kozlowski
GREGORY E. GARMAN, ESQ.
WILLIAM M. NOALL, ESQ.
TALITHA GRAY KOZLOWSKI, ESQ.
TERESA M. PILATOWICZ, ESQ.
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
Proposed Counsel to the Debtor

EXHIBIT 1

EXHIBIT 1

Thrill Intermediate LLC and Subsidiaries Cash Flow Forecast

13 Week Cash Flow Forecast

DRAFT Dated November 5, 2025

Reporting Week

10/31/2025

Week Ending -->	Week -5	Week -4	Week -3	Week -2	Week -1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Cumulative
	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2026	2026	2026	2026	2026	11/07/25
	10/03/25	10/10/25	10/17/25	10/24/25	10/31/25	11/07/25	11/14/25	11/21/25	11/28/25	12/05/2025 ⁽¹⁾	12/12/25	12/19/25	12/26/25	01/02/26	01/09/26	01/16/26	01/23/26	01/30/26	to 01/30/26
	Actuals	Actuals	Actuals	Actuals	Actuals	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Cash Inflows																			
MTV Inflows	2,091,960	-	1,156,084	1,144,466	-	-	1,060,083	-	979,929	-	-	227,765	-	-	5,002,478	-	1,600,587	-	8,870,842
Other Inflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CASH INFLOWS	2,091,960	-	1,156,084	1,144,466	-	-	1,060,083	-	979,929	-	-	227,765	-	-	5,002,478	-	1,600,587	-	8,870,842
Production Expenses																			
Talent R55	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(3,000,000)	-	-	(252,000)	(3,252,000)
R55 Production Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(7,086)	(8,476)	(7,086)	(10,273)	(32,920)
Talent R51	-	-	-	-	-	-	-	-	-	-	-	-	(7,160,580) ⁽³⁾	-	-	-	-	-	(7,160,580)
R51 Production Expenses	28,281	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Remaining Cycle Expenses	11,250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PRODUCTION EXPENSES	39,531	-	-	-	-	-	-	-	-	-	-	-	(7,160,580)	-	(3,007,086)	(8,476)	(7,086)	(262,273)	(10,445,500)
Operating Expenses																			
Compensation, Payroll & Benefits	-	810	-	3,347	-	(15,630)	-	-	-	(108,206)	-	-	(44,593)	(5,000)	-	-	-	(47,419)	(220,848)
Accounting	-	-	-	-	-	-	-	-	-	-	-	-	(56,250)	-	-	-	-	(18,750)	(75,000)
Insurance	-	-	(963)	-	-	-	-	-	-	(1,925)	-	-	-	(1,000)	-	-	-	-	(2,925)
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ordinary Course Legal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bank Fees	-	-	(59)	(18,199) ⁽²⁾	-	-	-	-	-	(1,000)	-	-	(1,000)	-	-	-	-	(1,000)	(3,000)
Facility Rent	-	-	-	-	-	-	-	-	-	(44,835)	-	-	(29,695)	-	-	-	-	(29,695)	(104,225)
Office & General	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Subscriptions & Software	-	-	-	-	-	-	-	-	-	(40,449)	-	-	(20,000)	(250)	-	-	-	(20,000)	(80,699)
Taxes & Gov. Fees	12,556	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	(2,500)	-	-	(2,000)	-	-	-	-	(2,000)	(6,500)
OPERATING EXPENSES	12,556	810	(1,022)	(14,853)	-	(15,630)	-	-	-	(198,915)	-	-	(153,538)	(6,250)	-	-	-	(118,864)	(493,197)
Operating Cash Flow	2,144,046	810	1,155,062	1,129,613	-	(15,630)	1,060,083	-	979,929	(198,915)	-	227,765	(7,314,118)	(6,250)	1,995,393	(8,476)	1,593,501	(381,137)	(2,067,854)
Professional and Restructuring Fees																			
Company Professionals																			
Garman Turner Gordon	-	-	-	-	-	-	-	-	-	(1,125,000)	(125,000)	(125,000)	(125,000)	(125,000)	(125,000)	(125,000)	(125,000)	(125,000)	(2,125,000)
Force 10 Partners	-	-	-	-	-	-	-	-	-	(1,125,000)	(125,000)	(125,000)	(125,000)	(125,000)	(125,000)	(125,000)	(125,000)	(125,000)	(2,125,000)
Sheppard Mullin Richter & Hampton LLP	-	-	-	-	-	-	-	-	-	(281,250)	(31,250)	(31,250)	(31,250)	(31,250)	(31,250)	(31,250)	(31,250)	(31,250)	(531,250)
Noticing Agent (Stretto)	-	-	-	-	-	-	-	-	-	(168,750)	(18,750)	(18,750)	(18,750)	(18,750)	(18,750)	(18,750)	(18,750)	(18,750)	(318,750)
Independent Directors	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior Lender Professionals																			
Senior Lenders Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior Lenders Financial Advisor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ch. 11 Related Expenses																			
UST Fees	-	-	-	-	-	(2,250)	-	-	-	-	-	-	-	-	-	-	-	-	(2,250)
PROFESSIONAL AND RESTRUCTURING FEES	-	-	-	-	-	(2,250)	-	-	-	(2,700,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(5,102,250)
Beginning Cash	7,622,821	9,766,867	9,767,677	10,922,739	12,052,352	12,052,352	12,034,473	13,094,556	13,094,556	14,074,485	11,175,570	10,875,570	10,803,335	3,189,217	2,882,967	4,578,359	4,269,884	5,563,385	12,052,352
Ending Cash	9,766,867	9,767,677	10,922,739	12,052,352	12,052,352	12,034,473	13,094,556	13,094,556	14,074,485	11,175,570	10,875,570	10,803,335	3,189,217	2,882,967	4,578,359	4,269,884	5,563,385	4,882,248	4,882,248

Notes and Disclaimers

(1) - Disbursements for the week ending December 5, 2025, include payments that were due in prior weeks.

(2) - Bank fees paid during the week ending October 24, 2025, were automatically charged by the bank. The debtors are seeking a refund of these amounts.

(3) - Debtors are evaluating seeking Bankruptcy Court authority to pay these amounts to Talent to remain "ready willing, and able" under the applicable contracts.