

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

FLEXSHOPPER, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 25-12254 (LSS)

Jointly Administered

Re: D.I. 6

**FINAL ORDER (I) PROHIBITING UTILITY PROVIDERS FROM ALTERING,
REFUSING OR DISCONTINUING UTILITY SERVICES, (II) APPROVING
PROPOSED ADEQUATE ASSURANCE OF PAYMENT TO UTILITY
PROVIDERS AND AUTHORIZING DEBTORS TO PROVIDE ADDITIONAL
ASSURANCE, (III) ESTABLISHING PROCEDURES TO RESOLVE REQUESTS
FOR ADDITIONAL ASSURANCE, AND (IV) GRANTING RELATED RELIEF**

Upon the motion the (“Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”) (i) prohibiting the utility providers listed on Exhibit C to the Motion (the “Utility Providers”) from altering, refusing, discontinuing services or discriminating against the Debtors solely on the basis of the commencement of these cases or that the Debtors did not pay a debt when due prepetition; (ii) determining that adequate assurance of payment for postpetition utility services has been furnished to the Utility Providers providing services to the Debtors and authorizing the Debtors to provide additional adequate assurance of payment to the Utility Providers; (iii) establishing procedures for resolving requests by any Utility Provider for additional adequate assurance of payment; and (iv) granting related relief, including scheduling the Final Hearing; and this Court having previously entered the *Interim Order (I) Prohibiting Utility Providers from Altering, Refusing or*

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal EIN, are FlexShopper, Inc. (6087); FlexShopper, LLC (0385); FlexLending, LLC (5373); FlexRevolution, LLC (4102); FlexRetail, LLC (5129); Flex TX, LLC (6818); Flex TX Funding, LLC (2754); and Flex TX CAB, LLC (3656). The Debtors’ mailing address is 901 W Yamato Road, Suite 260 Boca Raton, FL 33431.

² Capitalized terms not defined herein are used as defined in the Motion.

Discontinuing Utility Services, (II) Approving Proposed Adequate Assurance of Payment to Utility Providers and Authorizing Debtors to Provide Additional Assurance, (III) Establishing Procedures to Resolve Requests for Additional Adequate Assurance and (II) Granting Related Relief (D.I. 52); and this Court having jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of these chapter 11 cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that proper and adequate notice of the Motion and the relief requested therein has been provided in accordance with the Bankruptcy Rules and the Local Rules, and that, except as otherwise ordered herein, no other or further notice is necessary; and objections (if any) to the Motion having been withdrawn, resolved or overruled on the merits; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. Absent compliance with the Additional Assurance Procedures set forth in the Motion and this Final Order, the Utility Providers are prohibited from altering, refusing, or discontinuing service on account of the commencement of these chapter 11 cases and/or any unpaid prepetition charges and are deemed to have received adequate assurance of payment in accordance with section 366 of the Bankruptcy Code.

3. Any bonds or security deposits that were in place prior to the Petition Date shall remain in place and shall continue to be held by those Utility Providers holding the same, except upon either (a) written agreement(s) between the Debtors and Utility Providers without further order of the Court or (b) further order(s) of the Court.

4. To the extent not previously funded, the Debtors shall fund within three business days of the entry of this Final Order the Adequate Assurance Deposit of \$1,609 by depositing such amount in the Utility Deposit Account.

5. The Adequate Assurance Deposit may be (a) adjusted by the Debtors as follows: (i) reducing the amount held in the Utility Deposit Account to account for the payment and termination of Utility Services by the Debtors for any given account; (ii) modifying the amount held in the Utility Deposit Account on the basis of agreements reached with Utility Providers regarding Additional Assurance Requests, including, to the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, reducing the Adequate Assurance Deposit maintained in the Utility Deposit Account on account of such Utility Provider by the amount of such other value; and (iii) adding additional amounts in the event that the Debtors amend the Utility Providers List to add one or more additional Utility Providers or (b) terminated upon the earlier of: (i) the sale of all or substantially all of the Debtors' assets; (ii) the effective date of a chapter 11 plan; or (iii) the date these cases are dismissed or converted to chapter 7 of the Bankruptcy Code; *provided* that the Adequate Assurance Deposit may only be adjusted pursuant to this Section 6(a)(i) or terminated pursuant to this Section 6(b) after providing notice to the affected Utility Provider and an opportunity to object within 14-days of receiving such notice. If no objections are received by the objection deadline, the Debtors may adjust or terminate the Adequate Assurance Deposit, as applicable, without further order of the Court.

6. The following Additional Assurance Procedures are hereby approved in their entirety on a final basis:

- (a) Absent compliance with the Additional Assurance Procedures, no Utility Provider may alter, refuse or discontinue service to or otherwise discriminate against the Debtors on account of the commencement of these chapter 11 cases or any unpaid prepetition charges, or request payment of a deposit or receipt of other security in connection with any unpaid prepetition charges.
- (b) The Debtors will serve copies of the Motion and the interim order via first-class mail, within three (3) business days after the date that the interim order is entered by the Court on all Utility Providers identified on the Utility Providers List. In the event that any Utility Provider has been omitted from the Utility Providers List, the Debtors will promptly serve copies of the Motion and the Interim Order on such Utility Provider upon learning of such omission.
- (c) The Debtors will deposit the Adequate Assurance Deposit into the Utility Deposit Account within 20 days of the Petition Date. In the event of a postpetition default, the applicable Utility Provider shall be entitled, to the extent of such default, to the funds in the Utility Deposit Account in the amount set forth for such Utility Provider in the column labeled “Adequate Assurance Deposit” on the Utility Providers List; provided that to the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, the Debtors may reduce the Adequate Assurance Deposit maintained in the Utility Deposit Account on account of such Utility Provider by the amount of such other value.
- (d) Any Utility Provider desiring Additional Assurance must serve a written request (an “Additional Assurance Request”) on: (i) the Debtors, FlexShopper, Inc., 901 W. Yamato Rd. Suite 260 Boca Raton, FL 33431, Attn: Matthew Doheny (mattdoh6@aol.com); (ii) proposed counsel to the Debtors, Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, 16th Floor, Wilmington, Delaware, 19801, Attn: Robert J. Dehney, Sr., Esq. (rdehney@morrisnichols.com); Matthew O. Talmo, Esq. (mtalmo@morrisnichols.com); Sophie Rogers Churchill, Esq. (srchurchill@morrisnichols.com); and Luke Brzozowski, Esq. (lbrzozowski@morrisnichols.com); and (iii) counsel to the Official Committee of Unsecured Creditors, Potter Anderson & Corroon LLP, 1313 N. Market Street, 6th Floor, Wilmington, Delaware, 19801, Attn: Aaron H. Stulman (astulman@potteranderson.com),

Katelin A. Morales (kmorales@potteranderson.com), and Sarah R. Gladieux (sgladieux@potteranderson.com) (the “Notice Parties”).

- (e) Any Additional Assurance Request must: (i) be made in writing; (ii) set forth the type of Utility Service(s) provided and the applicable account number(s); (iii) include a summary of the Debtors’ payment history relevant to each affected account, including any security deposits; and (iv) include a proposal for what the Utility Provider believes would constitute adequate assurance from the Debtors, along with an explanation as to why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of postpetition payment in light of the circumstances.
- (f) Upon the Debtors’ receipt of an Additional Assurance Request at the addresses set forth above, the Debtors shall have until (i) the greater of 14 days from receipt of the request or 30 days from the Petition Date or (ii) such other date as the parties mutually agree (the “Resolution Period”) to negotiate with such Utility Provider to resolve such Utility Provider’s request for additional assurance of payment.
- (g) The Debtors may, in their discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in their discretion, provide a Utility Provider with Additional Assurance in the form of, but not limited to, cash deposits, prepayments and/or other forms of security, without further order of this Court if the Debtors and the Utility Provider believe such Additional Assurance is reasonable. To the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, the Debtors may reduce the Adequate Assurance Deposit maintained in the Utility Deposit Account on account of such Utility Provider by the amount of such other value.
- (h) If the Debtors determine that an Additional Assurance Request is not reasonable and/or they are not able to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtors will schedule a hearing (the “Determination Hearing”) before this Court on the next scheduled omnibus hearing date that is not less than 14 days after the end of the Resolution Period, or by request of both parties to determine the adequacy of assurance of payment with respect to that Utility Provider pursuant to section 366(c)(3) of the Bankruptcy Code.

- (i) During any Resolution Period, and, if applicable, pending the outcome by final order of any Determination Hearing, the relevant Utility Provider shall not discontinue, alter or refuse service to the Debtors on account of: (i) unpaid charges for prepetition services; (ii) a pending Additional Assurance Request; (iii) any objections filed in response to the Proposed Adequate Assurance or to the Additional Assurance Procedures; or (iv) the commencement of these chapter 11 cases.
- (j) Unless and until an order of the Court is entered requiring further assurance of payment, each Utility Provider shall be deemed to have adequate assurance of payment based on the establishment of the Proposed Adequate Assurance.

7. The Debtors are authorized, in their sole discretion, to amend the Utility Providers List to add or delete any utility provider, and this Final Order shall apply to any utility provider that is subsequently added to the Utility Provider List and served with this Final Order. Within 20 days of the addition of a utility provider to the Utility Provider List, the Debtors shall increase the Adequate Assurance Deposit by an amount equal to the estimated cost for two weeks of utility service from such added utility provider. The adequate assurance account is not subject to any DIP Liens or liens granted in any securitization order.

8. The inclusion of any entity in, or the omission of any entity from, the Utility Providers List shall not be deemed an admission by the Debtors that such entity is or is not a “utility” within the meaning of section 366 of the Bankruptcy Code, and the Debtors’ rights and defenses with respect thereto are reserved and preserved.

9. Nothing in this Final Order (a) is intended or shall be deemed to constitute Debtors’ approval, assumption, adoption or rejection of any agreement, contract, lease, program or policy between the Debtors and any third party of any agreement pursuant to section 365 of the Bankruptcy Code or Debtors’ admission as to the validity of any claim against the Debtors and their estates, (b) shall impair, prejudice, waive or otherwise affect the rights of the Debtors and

their estates with respect to the validity, priority or amount of any claim against the Debtors and their estates, or (c) shall be construed as the Debtors' promise to pay a claim.

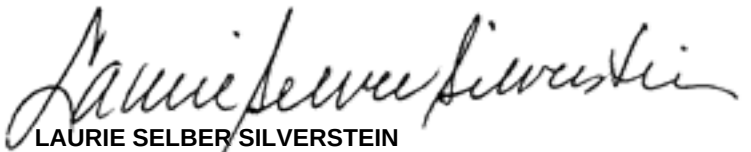
10. Notice of the Motion as provided therein shall be deemed good and sufficient notice which satisfies the applicable Bankruptcy Rules and the Local Rules.

11. The requirements of Bankruptcy Rule 6003(a) have been satisfied because the relief set forth in this Final Order is necessary to avoid immediate and irreparable harm.

12. Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Final Order is hereby waived, and the terms and conditions of this Interim Order shall be effective and enforceable immediately upon its entry.

13. This Court retains jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the Motion or the implementation of this Final Order

Dated: January 21st, 2026
Wilmington, Delaware


LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE