

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

In re:

FLOAT Alaska LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 26-10075 (CTG)

(Jointly Administered)

Re: D.I. 66 and 135

**ORDER (I) AUTHORIZING RETENTION AND EMPLOYMENT OF SAGE
POPOVICH, INC., AS THE DEBTORS' SALES AGENT EFFECTIVE AS OF THE
PETITION DATE, (II) WAIVING THE REPORTING REQUIREMENTS
IMPOSED BY LOCAL RULE 2016-1(d), AND (III) GRANTING RELATED RELIEF**

Upon the application (the "Application")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") authorizing the Debtors to employ and retain Sage Popovich, Inc. ("Sage Popovich") as the Debtors' sales agent effective as of the Petition Date, pursuant to sections 327(a), 328(a), and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, and pursuant to the terms and conditions of the Remarketing Agreement, subject to the limitations and modifications provided for herein; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these chapter 11 cases and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that Sage Popovich does not hold or represent an interest adverse to the Debtors or their estates and is a "disinterested

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal EIN, are: FLOAT Alaska LLC (3705), Corvus Alaska Holdings Inc. (9732), FLOAT Alaska Holdings LLC (8617), FLOAT Alaska IP LLC (1986), New Pacific Airlines, Inc. (7666), FlyCoin, Inc. (2816), and FLOAT Shuttle Inc. (4269). The Debtors' mailing address is 101 W Mission Blvd, 110-201, Pomona, CA 91766.

² Capitalized terms used but not defined herein are defined in the Application.

person” as that term is defined in section 101(14) of the Bankruptcy Code; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and after due deliberation, the Court having determined that the relief requested in the Application is in the best interests of the Debtors and the Debtors’ estates, and good and sufficient cause having been shown,

IT IS HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. Pursuant to sections 327(a) of the Bankruptcy Code, the Debtors are authorized to employ and retain Sage Popovich as their sales agent, effective as of the Petition Date, on the terms set forth in the Remarketing Agreement a copy of which is attached as **Exhibit 1** to this Order.
3. The provisions set forth in the Remarketing Agreement are approved in all respects except as limited or modified by this Order.
4. The requirement that Sage Popovich keep detailed records of time spent for professional services rendered in these chapter 11 cases pursuant to Local Rule 2016-1(d) is hereby waived; provided, however, that Sage Popovich shall file a final fee application with a summary of fees earned and expenses incurred in accordance with the applicable provisions of the Application and any order establishing procedures for interim compensation in these cases.
5. Notwithstanding anything to the contrary in the Remarketing Agreement, the Indemnification Provisions are hereby modified as follows during the pendency of these chapter 11 cases:
 - (a) No party shall be entitled to indemnification, contribution or reimbursement pursuant to the Remarketing Agreement for services, unless such services and the indemnification, contribution or reimbursement therefore are approved by this Court;

- (b) The Debtors shall have no obligation to indemnify any party, or provide contribution or reimbursement to any party, for any claim or expense to the extent it is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from the party's gross negligence, bad faith, fraud, or willful misconduct; (ii) for a contractual dispute in which the Debtors allege breach of an party's contractual obligations, unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to applicable law; or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (c) hereof to be a claim or expense for which the party should not receive indemnity, contribution or reimbursement under the terms of the Remarketing Agreement, as modified by this Order; and
- (c) If before the earlier of (i) the entry of an order confirming a chapter 11 plan in the chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing the chapter 11 cases, a party believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Remarketing Agreement (as modified by this Order), the party must file an application therefor in this Court, and the Debtors may not pay any such amounts to the party before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by any party for indemnification, contribution, and/or reimbursement, and is not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, the party. All parties in interest shall retain the right to object to any demand by any party for indemnification, contribution, and/or reimbursement.

6. Despite any attorneys' fees or costs provisions in the Remarketing Agreement, Sage Popovich cannot recover legal fees for defending requests for compensation under sections 330 or 331 of the Bankruptcy Code.

7. In the event of a successful credit bid under section 363 of the Bankruptcy Code, such credit bidder shall pay Sage Popovich in cash the commissions as set forth in the Remarketing Agreement.

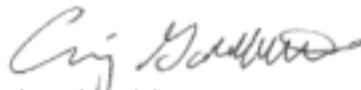
8. The Debtors and Sage Popovich are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

9. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall be immediately effective and enforceable upon its entry.

10. To the extent that this Order is inconsistent with the Remarketing Agreement, the terms of this Order shall govern.

11. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: March 3rd, 2026
Wilmington, Delaware



CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE