

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

In re:

CLOVER TECHNOLOGIES GROUP, LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 19-12680 (KBO)
)
) (Jointly Administered)
)
) **Re: Docket Nos. 9 & 57**

**FINAL ORDER AUTHORIZING
THE DEBTORS TO (I) CONTINUE TO OPERATE THEIR
CASH MANAGEMENT SYSTEM, (II) MAINTAIN EXISTING
BUSINESS FORMS, AND (III) PERFORM INTERCOMPANY TRANSACTIONS**

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”), authorizing the Debtors to (a) continue to operate their Cash Management System, (b) maintain existing Business Forms in the ordinary course of business, and (c) continue to perform the Intercompany Transactions consistent with historical practice, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter 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 having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Clover Technologies Group, LLC (9236); 4L Holdings Corporation (0292); 4L Technologies Inc. (5035); Clover Ithaca Properties, LLC (9236); Refurb Holdings, LLC (1230); Clover Wireless, LLC (0313); and Valu Tech Outsourcing, LLC (3563). The location of the Debtors’ service address in these chapter 11 cases is: 5850 Granite Parkway, Suite 720, Plano, Texas 75024.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; 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 in this Final Order.
2. The Debtors are authorized, but not directed, to: (a) continue operating the Cash Management System, substantially as identified on Exhibit 1 attached hereto and as described in the Motion; (b) honor their prepetition obligations related thereto; (c) maintain existing Business Forms; and (d) continue to perform Intercompany Transactions consistent with historical practice.
3. The Debtors are authorized, but not directed, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on Exhibit 2 attached hereto, and need not comply with certain guidelines relating to bank accounts set forth in the U.S. Trustee Operating Guidelines; (b) use, in their present form, all preprinted correspondence and Business Forms (including letterhead) without reference to the Debtors' status as debtors in possession; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; and (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits, and to otherwise perform their obligations under the documents governing the Bank Accounts.

4. The Cash Management Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

5. Any existing deposit agreements, between, among other parties, the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect unless otherwise ordered by the Court, and the Debtors and the Cash Management Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and cash management procedures in the ordinary course of business, including, without limitation, the opening and closing of bank accounts, subject to the terms and conditions of this Final Order.

6. Section 345 of the Bankruptcy Code and any provision of the U.S. Trustee Guidelines requiring that the Bank Accounts be U.S. Trustee authorized depositories is waived with respect to the Bank Accounts existing as of the Petition Date.

7. Subject to the terms hereof, the Debtors are authorized, but not directed, in the ordinary course of business, to open any new bank accounts or close any existing Bank Accounts and enter into any ancillary agreements, including deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate; *provided, however*, that the Debtors give notice of such opening or closing within fifteen (15) days to the Office of the United States

Trustee for the District of Delaware and any official committee; *provided* that any new Bank Account shall be opened with a bank that has executed a Uniform Depository Agreement with the United States Trustee for the District of Delaware or that is willing to immediately execute such an agreement.

8. All banks maintaining any Imaging Accounts or other accounts related to assets sold prepetition are authorized to transfer such accounts and/or funds therein to the purchaser at the Debtors' direction, and may rely upon the representations of the Debtors without any further investigation.

9. The relief granted in this Final Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a "Bank Account," and to the bank at which such account is opened, which bank shall be deemed a "Cash Management Bank."

10. All banks maintaining any of the Bank Accounts that are provided with notice of this Final Order shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue timely stop payment orders in accordance with the documents governing such Bank Accounts.

11. The Debtors' Cash Management Banks are authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for all checks drawn on the Debtors' account.

12. The Cash Management Banks are authorized, without further order of this Court, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such returned items were

deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

13. Subject to the terms set forth herein, any bank, including the Cash Management Banks, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Final Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a mistake made despite implementation of reasonable customary handling procedures, shall be deemed to be nor shall be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Final Order.

14. Except as otherwise provided in this Final Order, the Cash Management Banks are authorized to charge, and the Debtors are authorized to pay, honor, or allow, prepetition and postpetition fees, costs, charges, and expenses, including the Bank Fees, whether such items were deposited prepetition or postpetition, to the Bank Accounts in the ordinary course of business and consistent with prepetition practices. Any such postpetition fees, costs, charges, and expenses, including the Bank Fees, that are not so paid shall be entitled to priority as administrative expenses pursuant to section 503(b)(1) of the Bankruptcy Code.

15. Any banks, including the Cash Management Banks, are further authorized to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; *provided that*

the Cash Management Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

16. The Debtors are authorized, but not directed, to continue issuing and reimbursing the Corporate Cards and using the Corporate Card Program in the ordinary course of business and consistent with prepetition practices, including by paying prepetition and postpetition obligations outstanding with respect thereto, subject to the limitations of this Final Order and any interim and final order(s) of this Court granting the Wages Motion, and any other applicable interim and/or final orders of this Court.

17. The Debtors are authorized, but not directed, to continue engaging in Intercompany Transactions in connection with the Cash Management System in the ordinary course of business. The Debtor shall maintain accurate and detailed records of all Intercompany Transactions so that all transactions may be readily traced and ascertained. All postpetition payments from a Debtor under any postpetition Intercompany Transactions authorized hereunder are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code.

18. Nothing contained in the Motion or this Final Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

19. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented

for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

20. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the Debtors' or any other party in interest's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

21. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

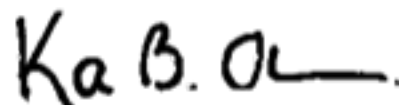
22. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

23. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

24. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

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

Dated: January 21st, 2020
Wilmington, Delaware

A handwritten signature in black ink, appearing to read "Ka B. Owens", with a stylized flourish at the end.

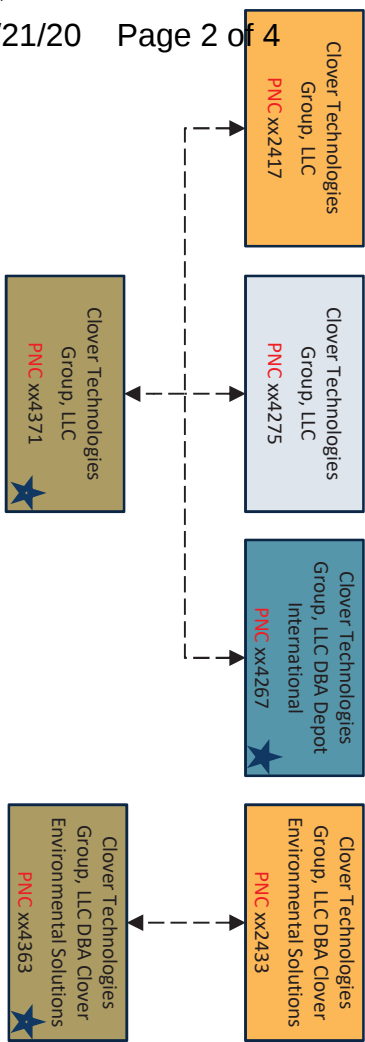
KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

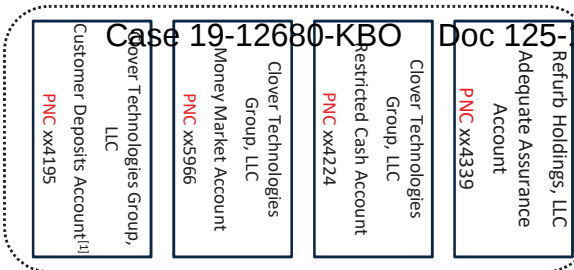
Cash Management System Schematic

Clover Technologies Group, LLC et al. – Treasury System

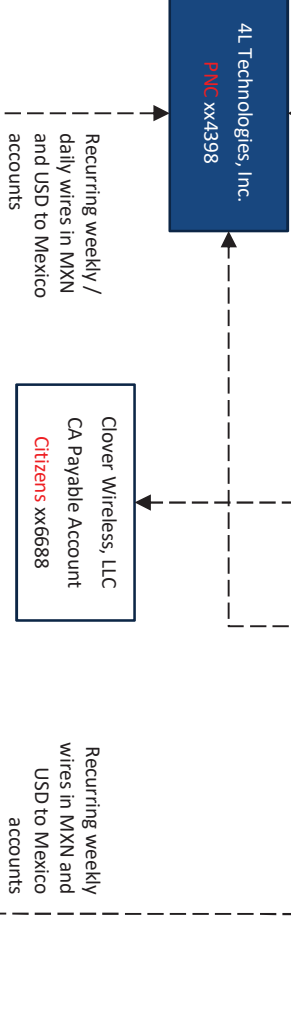
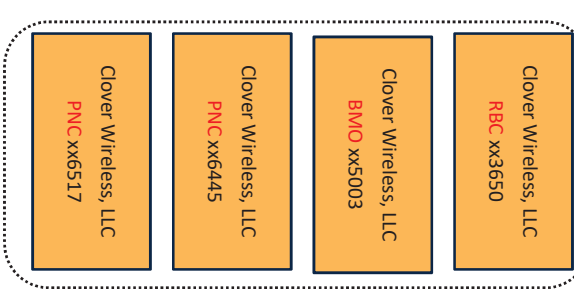
Imaging Accounts



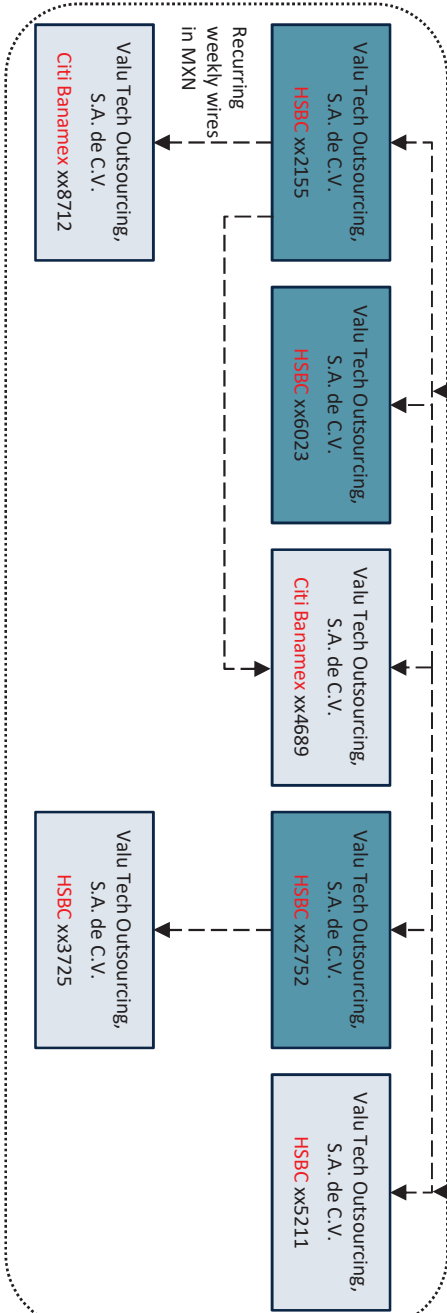
Standalone Accounts



Disbursement Accounts in Foreign Currency (e.g., CAD, GBP, EUR)



Non-Debtor Accounts



Treasury System Legend

- = Operating Accounts
- = Disbursement Accounts
- = Concentration Account
- = Payroll and Benefits Accounts
- = Lockbox Accounts
- = Cash Collection Accounts
- = Other Accounts

[1] – The bank account ending in 4195 is used for the Imaging business.

Exhibit 2

Bank Accounts

No.	Entity	Bank	Location	Description	Account No.	Currency
1	4L Technologies, Inc.	PNC Bank	Pittsburgh, PA	Concentration	4398	USD
2	Clover Technologies Group, LLC	PNC Bank	Pittsburgh, PA	Imaging (Lockbox)	4371	USD
3	Clover Technologies Group, LLC	PNC Bank	Pittsburgh, PA	Imaging (Disbursement)	2417	USD
4	Clover Technologies Group, LLC	PNC Bank	Pittsburgh, PA	Imaging (Payroll and Benefits)	4275	USD
5	Clover Technologies Group, LLC DBA Depot International	PNC Bank	Pittsburgh, PA	Imaging (Operating)	4267	USD
6	Clover Technologies Group, LLC DBA Clover Environmental Solutions	PNC Bank	Pittsburgh, PA	Imaging (Disbursement)	2433	USD
7	Clover Technologies Group, LLC DBA Clover Environmental Solutions	PNC Bank	Pittsburgh, PA	Imaging (Lockbox)	4363	USD
8	Clover Technologies Group, LLC	PNC Bank	Pittsburgh, PA	Restricted Cash	4224	USD
9	Clover Technologies Group, LLC	PNC Bank	Pittsburgh, PA	Customer Deposits	4195	USD
10	Clover Wireless, LLC	PNC Bank	Pittsburgh, PA	Lockbox	4347	USD
11	Clover Wireless, LLC	PNC Bank	Pittsburgh, PA	Disbursements	2425	USD
12	Refurb Holdings, LLC	PNC Bank	Pittsburgh, PA	Adequate Assurance	4339	USD
13	Valu Tech Outsourcing, LLC	PNC Bank	Pittsburgh, PA	Operating	9646	USD
14	Valu Tech Outsourcing, LLC	PNC Bank	Pittsburgh, PA	Operating	4291	USD
15	Clover Wireless, LLC	PNC Bank	Pittsburgh, PA	Disbursements	6445	GBP
16	Clover Wireless, LLC	PNC Bank	Pittsburgh, PA	Disbursements	6517	EUR
17	Clover Technologies Group, LLC	PNC Bank	Pittsburgh, PA	Money Market	5966	USD
18	Clover Wireless, LLC	Royal Bank Canada	Toronto, ON	Disbursements	3650	CAD
19	Clover Wireless, LLC	Bank of Montreal	Burling, ON	Disbursements	5003	CAD
20	Clover Wireless, LLC	Citizens Financial Group, Inc.	Riverside, RI	CA Payables	6688	USD
21	Valu Tech Outsourcing, S.A. de C.V	HSBC Mexico S.A.	Mexicali, MX	Non-Debtor (Operating)	2155	MXN
22	Valu Tech Outsourcing, S.A. de C.V	HSBC Mexico S.A.	Mexicali, MX	Non-Debtor (Operating)	6023	USD
23	Valu Tech Outsourcing, S.A. de C.V	Grupo Financiero Banamex S.A. de C.V.	Mexicali, MX	Non-Debtor (Payroll and Benefits)	8712	MXN
24	Valu Tech Outsourcing, S.A. de C.V	Grupo Financiero Banamex S.A. de C.V.	Mexicali, MX	Non-Debtor (Payroll and Benefits)	4689	MXN
25	Valu Tech Outsourcing, S.A. de C.V	HSBC Mexico S.A.	Juárez, MX	Non-Debtor (Operating)	2752	MXN
26	Valu Tech Outsourcing, S.A. de C.V	HSBC Mexico S.A.	Juárez, MX	Non-Debtor (Payroll and Benefits)	5211	USD
27	Valu Tech Outsourcing, S.A. de C.V	HSBC Mexico S.A.	Juárez, MX	Non-Debtor (Payroll and Benefits)	3725	MXN