

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
COMPLEX BUSINESS LITIGATION DIVISION**

GROCERKEY, INC.
GIGPOINT LLC
POINT PICKUP ENTERPRISES, INC.
POINT PICKUP MANAGEMENT, LLC
POINT PICKUP NOW, INC.
POINT PICKUP TECHNOLOGIES, INC.

Assignors,
To:

PETER HURWITZ,
Assignee.

CASE NO: 2024-003495-CA-01
(Consolidated)

**ASSIGNEE'S MOTION FOR APPROVAL OF
ASSIGNEE-IN-POSSESSION FINANCING**

Assignee, PETER HURWITZ ("**Assignee**"), by and through undersigned counsel pursuant to Fla. Stat. §§ 727.108(1), 727.109(7), 727.109(15), and 727.111(4), requests that the Court approve the attached Assignee-in-Possession Financing Term Sheet (the "**AIP Financing**") attached hereto as Exhibit A. The Financing Agreement will allow the Assignee, on behalf of the estates of the Assignors (collectively, the "**Assignment Estates**"), to borrow up to \$2,202,000.00 in funds from lenders BBH Opportunities PPUP Holdings, LLC and NRF3 Driven to Deliver, LLC (together, the "**AIP Lenders**") for the Assignee to continue operating the Assignors and to fund the sale process of the Assignors' assets or business enterprise as a going concern.

Procedural Background

1. On February 23, 2024 (the “**Petition Date**”), Assignee filed Petitions for the Assignment For the Benefit of Creditors pursuant to Fla. Stat. Section 727.101, *et seq.* commencing assignment proceedings against the Assignors listed in the above case caption.

2. Prior to the Petition Date, each of the Assignors engaged in the business of providing fulfillment and last-mile delivery services for retailers and other enterprises across the United States. On March 2, 2024 the Court entered several orders in the Assignors' cases consolidating all proceedings under the Grocerkey, Inc. case number.

3. The Assignee has determined that attempting to sell the Assignors' assets or business enterprise as a going concern will maximize the value of the Assignors' estates. Moreover, a sale of the Assignors' assets or business enterprise as a going concern will not only maximize the value to creditors but will keep most of the employees employed. In fact, the sale of the Assignors' assets or business as a going concern in order to maximize their value was the primary purpose of these ABC filings. Without the sale of the Assignors' assets or business enterprise as a going concern, the assets of the Assignors' estates will likely be liquidated at or for *de minimis* value. Accordingly, the Assignee is soliciting offers to purchase some or all of the Assignors' assets and business operations now under the control of the Assignee.

4. The Assignee has determined in his business judgment to obtain the AIP Financing to enable payment of the operating expenses of Assignors pending the sale of Assignors' assets pursuant to a bidding and auction process and to fund the sale process itself.

A. Proposed Assignee-in-Possession Financing

5. In order to conduct the business of the Assignors, and preserve the value of the Assignment Estates pending the requisite liquidation pursuant to Chapter 727, Florida Statutes,

Assignee has secured a proposal for AIP Financing from the AIP Lenders. A copy of the term sheet with the proposed terms of the AIP Financing is attached as **Exhibit A**. The AIP Lenders are the largest creditors in these cases and the second in position secured creditor of Assignor Point Pickup Technologies, Inc. Attached to the AIP Financing is a budget (the "**Budget**") that has been approved by the AIP Lenders in connection with the AIP Financing and is attached hereto as **Exhibit B**.

6. The material terms of the proposed AIP Financing are summarized as follows:¹

Loan Amount: A total loan of up to \$2,202,000.00 with initial funding of \$245,000.00 which has already been provided, and the remainder to be made available after Court approval of the AIP Financing and compliance with an agreed-upon budget.

Interest: 10% per annum;

Fees and Expenses: AIP Lender is entitled to the reimbursement of their reasonable out of pocket expenses not to exceed \$300,000.00 incurred by the AIP Lenders in connection with the AIP Financing and any credit bid by the AIP Lenders.

Security Interest: First priority senior lien on all of Assignment Estates' assets, which will be junior only to (i) the validly perfected liens of Alterna Capital Solutions LLC ("**Alterna**"),² and (i) allowed administrative claims of the Assignee and Assignee's professionals not to exceed \$950,000.00.

Use of Proceeds: Proceeds from the AIP Financing shall be used solely to pay those costs and expenses specifically set forth in the budget. Assignee may deviate up to 30% of any line item so long as the Assignee does not exceed the aggregate expenses allowed for in the budget.

Repayment: All accrued obligations shall be repaid at the maturity date of the loan or as

¹ The following is intended to be a summary of the proposed AIP Financing. To the extent of any inconsistency between the summary and the terms of the AIP Financing set forth in the term sheet, the terms set forth in the term sheet control.

² Alterna is currently the senior secured creditor of Assignor Point Pickup Technologies, Inc.

agreed upon by the parties. Lender may, but is not required to, credit bid any amount owed under the AIP Financing in any future sale of Assignment Estate assets.

Maturity: Earlier of: (i) 105 days from the Petition Date; (ii) the closing of a sale of substantially all of the assets of the Assignment Estate; and (iii) the date of an event of default.

7. As reflected in the Budget, there is an immediate need for the proposed AIP Financing because the expenses of the Assignors exceed the Assignors' revenues and available credit. Moreover, upon information and belief, none of the existing holders of secured debt or any other interested party in this case is willing to advance funds to the Assignment Estate on terms equal to or better than the AIP Financing. Accordingly, Assignee asserts that the terms negotiated for the AIP Financing represent the best terms that the Assignee can obtain under the factual circumstances of this case and that in the Assignee's business judgment the best interests of the Assignment Estate will be served by approval of the AIP Financing.

B. Legal Authority for the Proposed AIP Financing

8. The Court has the authority to exercise any powers that are necessary to enforce or carry out the provisions of Chapter 727. Fla. Stat. § 727.109(15).

9. "State courts often look to federal bankruptcy law for guidance as to legal issues arising in proceeding involving assignments for the benefit of creditors." *Moecker v. Antoine*, 845 So. 2d 904, 911 n.10 (Fla. 1st DCA 2003).

10. Pursuant to 11 U.S.C. § 364, a trustee in a bankruptcy proceeding may obtain credit and incur debt if the trustee is authorized to operate the business of the debtor. Under 11 U.S.C. § 364(c), if a trustee is unable to obtain unsecured credit, a trustee has the authority, after notice and hearing, to obtain credit and incur debt secured by a lien on property of the debtor's estate that is not otherwise subject to a lien, or a junior lien on property of the debtor's estate that is subject to a lien.

Under 11 U.S.C. § 364(d), a trustee has the authority, after notice and hearing, to obtain credit and incur debt secured by a senior or equal lien on already-encumbered property of the debtor's estate if: (1) the trustee is unable to obtain credit otherwise and (2) there is adequate protection of the interest of the senior lienholder.

11. This type of relief has been granted in other Assignment for the Benefit of Creditor cases in Florida. *See e.g. In re MyPhoto LLC*, CASE NO: 50-2020-CA-000573-XXXX-MB, (15th Circuit Palm Beach County, Order dated February 20, 2020) (Judge Brustares Keyser).

12. Assignee has determined that the Assignment Estate is unable to obtain unsecured credit or secured credit without granting a senior lien subject only to the prior lien of Alterna.

13. Here, the Assignee proposes to grant to the AIP Lenders a senior lien on all assets of the Assignment Estates, which liens will be junior only to (i) the validly perfected liens of Alterna, and (i) allowed administrative claims of the Assignment Estates as set forth in the Budget, including but not limited to, the fees and expenses incurred by the Assignee and Assignee's professionals, not to exceed \$950,000.00, and counsel for the Assignors

14. To the extent any liens (other than those of the AIP Lenders and Alterna) exist on the assets of the Assignment Estates, Assignee believes there is adequate protection of their interests as they will either be paid off by the winning bidder for the assets of the Assignment Estate or consensually satisfied as part of a credit bid and/or through the sale process.

15. The Assignors and AIP Lenders expressly consent to the relief requested in this Motion.

16. Therefore, Assignee requests approval from the Court to obtain the AIP Financing on the terms set forth in the term sheet attached as Exhibit A, including the provision of a senior lien (subject to the liens of Alterna) on the assets of the Assignment Estates, according to the Budget, with

an allowance to deviate up to thirty percent (30%) on each budget item.

WHEREFORE, the Assignee respectfully requests the Court enter an order approving the AIP Financing and granting such other and further relief as this Court deems just and proper.

Date: March 12, 2024

Respectfully submitted,

AKERMAN LLP

/s/ D. Brett Marks

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Phone: (954) 463-2700

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Counsel for the Assignee, Peter Hurwitz

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished on March 12, 2024 via electronic mail to those parties registered to receive electronic notices of filing in this case via the Florida Courts E-Filing Portal and via email or U.S. Mail to the Service List below.

Peter Hurwitz, Assignee, shall furnish copies of the foregoing to all creditors and interested parties identified in the Petition, and an affidavit of service by the Assignee will be filed with the Clerk of Court.

/s/ D. Brett Marks

D. Brett Marks, Esq.

Fla. Bar No. 099635

SERVICE LIST

Assignors

c/o Bradford J. Sandler, Esq.

Colin R. Robinson, Esq.

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Peter Hurwitz

Assignee

DUNDON ADVISORS LLC

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West Palm Beach, Florida 33406

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Exhibit A

Point Pickup Technologies, Inc.

**TERM SHEET FOR PRIMING, SUPER-PRIORITY, POST-ASSIGNMENT
ASSIGNEE-IN-POSSESSION FINANCING**

THIS TERM SHEET SETS FORTH THE TERMS OF AN AIP FINANCING TRANSACTION AND IS SUBJECT TO SUCH OTHER TERMS AND CONDITIONS AS MAY BE AGREED TO BY THE LENDERS AND THE ASSIGNEE AND AS APPROVED BY THE ASSIGNMENT COURT.

Lender: **BBH Opportunities PPUP Holdings, LLC (“BBH”) and NRF3 DRIVEN TO DELIVER, LLC (“NRF” and BBH, each a “Lender” and, collectively, the “Lenders”).**

Borrower: **Peter Hurwitz, as Assignee (and assignee-in-possession) (the “Borrower” or “Assignee”) of each of Point Pickup Technologies, Inc. and its co-assignor affiliates and subsidiaries (collectively, the “Company”), under the Florida Statute governing Assignments for the Benefit of Creditors Section 727 et al. (the “Assignment Statutes”). Any references herein to claims, liens, or rights of the Lenders against Assignee or Borrower shall refer to claims, liens, and rights of the Lenders jointly and severally against Assignee in its capacity as assignee for each Company and the respective estate that arises pursuant to the Assignment Statutes (collectively, the “Assignment Estate”) for each Company.**

Petition Date: **February 23, 2024, which is the date the Borrower filed a petition for the Assignment of the Benefit of Creditors (the “Assignment Case”) in the Circuit Court in and for Miami Dade County (the “Assignment Court”).**

AIP Facility: **Lenders commit, as allocated according to the next succeeding sentence, to lend up to ~~\$2,200,00.00~~ to Borrower under a post-petition multiple draw (if necessary), non-revolving term loan facility (the “AIP Facility” and all loans thereunder, the “AIP Loans”), on the terms and conditions set forth or referred to herein. Each Lender severally commits to fund one-half (1/2) of the AIP Loans under the AIP Facility (each such Lender’s allocated portion of the AIP Facility being referred to herein as its “Pro Rata Share”). On the date hereof, the Lenders have funded (according to their respective Pro Rata Share) to the Borrower a portion of the AIP Facility in the amount of \$245,000.00 (the “Initial Funding”), which funding shall be available to the Borrower immediately. The remainder of the AIP Facility will be available upon entry of an order by the Assignment Court, in form and substance acceptable to Lenders in their sole and absolute discretion, approving the AIP Facility on a final basis (such order, the “Order”), and subject to**

\$2,202,000.00

YH

compliance with the terms, conditions and covenants set forth in this Term Sheet and the AIP Documentation (as defined below). Except for the Initial Funding, the amount of the AIP Facility, or such other amount as may be approved by each of the Lenders and the Assignment Court, shall be available for disbursement on a weekly basis and in the amounts set forth in the Budget (as hereinafter defined) to the Borrower (the "Availability").

- Interest:** Ten percent (10.0%) per annum.
- Fees:** Waived by agreement of the Lenders.
- Maturity Date:** The AIP Facility will mature on the earlier of (i) the date that is one-hundred five (105) days following the Petition Date, (ii) the date of the closing of the sale of all or substantially all of the assets of the Assignment Estate, or (iii) the date of occurrence of any Event of Default (as defined below) (the "Maturity Date"). On the Maturity Date, all AIP Obligations shall be repaid, in full and in immediately available funds and/or, in the exclusive discretion of Lenders, shall be credit bid for the purchase of assets from the Assignment Estate as described below, without deduction, counterclaim, or setoff.
- Use of Proceeds:** The proceeds of the AIP Facility shall be used solely to pay only those costs and expenses specifically set forth in the budget attached hereto as Exhibit A (the "Budget"). Assignee shall be authorized to deviate up to 30% of any expense line item conditioned upon Assignee not exceeding the aggregate expenses in the budget. To the extent the Assignee requests additional variances to the Budget and the Lenders, after good faith and commercially reasonable discussions, do not consent, the Assignee may seek from the Assignment Court approval of such additional variances.
- Existing Indebtedness and Liens:** As of the Petition Date, the debts and liens asserted against the Company are set forth in the Assignment Schedules attached hereto as Exhibit B.
- Surcharge Rights:** No party shall have the right to recover any administrative or other claim from the Collateral (defined below) securing the AIP Obligations (defined below).
- Collateral and Priority:** All obligations of the Assignee to the Lenders under the AIP Facility or the AIP Documentation (the "AIP Obligations") at all times shall be:
- a) Secured, pursuant to the Assignment Statutes by a valid, binding, continuing, enforceable, fully-perfected, non-

avoidable, automatically and properly perfected first priority senior priming lien on, and security interest in (such liens and security interests, the "AIP Liens"), all present and after acquired property (whether tangible, intangible, real, personal or mixed) of the Assignee and the Assignment Estate, wherever located, including, without limitation, all accounts, inventory, equipment, capital stock in subsidiaries of the Company, investment property, instruments, chattel paper, real estate, leasehold interests, contracts, patents, copyrights, trademarks and other general intangibles, and all products and proceeds thereof (the "Collateral"), provided that the AIP Liens shall be junior only to (i) the validly perfected liens of Alterna Capital Solutions LLC, and (ii) allowed administrative claims in favor of Assignee and Assignee's professionals not to exceed \$950,000.00.

- b) With the exception of any allowed administrative claims in favor of Assignee and Assignee's professionals not to exceed \$950,000.00, the AIP Obligations shall also constitute claims entitled to super-priority over any and all administrative expenses and claims, of any kind-or nature whatsoever, including, without limitation, any super priority claims granted to any prepetition secured party as well as any administrative expense of the kinds specified in or ordered pursuant to Assignment Statutes.

The Assignee hereby grants the above liens and security interests to the Lenders to secure its prompt payment and performance of all AIP Obligations and AIP Loans. Perfection of Lenders' interest in the Collateral shall be evidenced by the Order, as applicable, and no further filings or recordings shall be required to evidence such liens and security interests.

Assignee Fee Carve-out: The Lenders expressly authorize the Assignee to use Lenders' Collateral to fund the Assignee Fee Carve-out.

Reporting and Covenants: Borrower shall provide reports regarding the budget and variances (and other related information) to each Lender's appointed representative on a weekly basis using metrics and reporting to be mutually determined and shall include: the cash balances of the Company (in each case, including, without limitation, GrocerKey, Inc. ("GK")), accounts receivable of the Company, accounts payable of Company, and any notification of customer losses for the Company. Assignee shall continue to operate GK and shall do so as a separate and segregated business from the rest of the Company. Assignee shall operate GK consistent with the ordinary course of

business and without accelerating or delaying accounts receivable or accounts payable.

Conditions to Closing:

The Availability will be subject to satisfaction by the Borrower or waiver by Lenders, in each case in the exclusive judgment of Lenders, of each of the following conditions precedent (collectively, the "Availability Conditions"):

- a) Entry of the Order entered on or before the date that is 35 days after the Petition Date; and
- b) No Event of Default shall have occurred under the AIP Facility or AIP Documentation (as hereinafter defined).

Releases:

Upon the funding of the AIP Facility, Assignee releases and discharges each Lender and its subsidiaries, BBH's affiliates Brown Brothers Harriman & Co. and BBH Capital Partners Opportunities Fund, NRF's affiliates NewRoad Capital Partners, LLC and NewRoad Fund III, L.P., fund managers, and, with respect to each of the foregoing, its employees, officers, directors, agents, attorneys, successors, insurers, and assigns (collectively, the "Releasees"), from all manner of actions, causes of action, suits, claims, losses, liabilities, injuries, costs, and demands of any kind, nature or description whatsoever, whether in law or equity, known or unknown, foreseen or unforeseen, including, but not limited to, any and all actions, causes of action, suits, claims, losses, liabilities, injuries, costs, and demands belonging to the Company, the Borrower and/or the Assignment Estate. For the avoidance of doubt, nothing contained herein shall be construed to release any directors, officers, owners, and former professionals of the Company that are not Releasees.

Repayment:

All accrued AIP Obligations shall: (i) be repaid by the Borrower on the Maturity Date, (ii) in the event the Lenders are the successful bidder for the sale of any assets of the Assignment Estate, the Lenders may, but shall not be required to, credit bid up to the aggregate amount of the AIP Obligations as a partial or total purchase price for such assets, and if the Lenders so credit bid, a portion (or all) of the AIP Obligations shall be deemed satisfied in an amount equal to such credit bid and in accordance with the Lenders' Pro Rata Shares, or (iii) as agreed by and between the Lenders and the Borrower.

Lender's Fees and Expenses:

The Lenders shall be entitled to the reimbursement of their respective reasonable out-of-pocket expenses not to exceed \$300,000, in the aggregate, including, due diligence fees, attorney's

fees and other fees and expenses incurred by Lenders in connection with the AIP Loans, including the negotiation and drafting of the AIP Documentation and approval of the AIP Loans, and in connection with any credit bid, all of which expenses will constitute AIP Obligations.

Documentation:

Unless otherwise required by the Assignment Court, this Term Sheet, and the Order, and all exhibits thereto, shall constitute the credit documents providing for the AIP Facility (the "AIP Documentation").

Events of Default:

The following shall each be an event of default (each an "Event of Default") unless waived by Lenders in their exclusive discretion: (i) the violation of or failure by the Assignee to perform, in any respect any of the terms, provisions, conditions, covenants, or obligations under the Order (including the Budget); (ii) the Assignee resigns or is dismissed in the Assignment Case; (iii) the Assignment Case is stayed or dismissed or a voluntary or involuntary bankruptcy is filed against the Assignor; (iv) the Order in form and content acceptable to Lenders is not entered on or before 35 days after the Petition Date; (v) the Assignee discontinues the operation of the underlying business operating at the time of the commencement of the Assignment Case, including, without limitation, the operation of the GK business in the ordinary course; (vi) the obtaining of credit or the incurring of indebtedness that is secured by a security interest, mortgage or other lien on all or any portion of the Collateral which is equal or senior to any security interest, mortgage or other lien of the Lenders, or entitled to administrative priority status which is equal or senior to that granted to the Lenders herein; or (vii) the entry of an order by the Assignment Court vacating, amending, supplementing, or otherwise modifying the Order without the written consent of the Lenders.

Governing Law and Jurisdiction:

The Borrower will submit to the exclusive jurisdiction and venue of the Assignment Court and shall waive any right to trial by jury. The laws of the State of Florida shall govern the AIP Documentation.

Inconsistencies:


To the extent that any provision in this Term Sheet is inconsistent with any of the terms or provisions set forth in the Order, the terms and provisions of the Order shall govern and control.

Agreed to and Accepted on February 23, 2024 by:

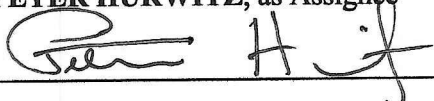
BBH OPPORTUNITIES PPUP HOLDINGS, LLC,
as Lender

By: _____
Name: _____
Title: _____

NRF3 DRIVEN TO DELIVER, LLC, as Lender

By:  _____
Name: **Clete Brewer**
Title: **Authorized Signatory**

PETER HURWITZ, as Assignee

 _____

BBH OPPORTUNITIES PPUP HOLDINGS, LLC,
as Lender

By:  _____

Name: Jeffrey Price

Title: Authorized Signatory

NRF3 DRIVEN TO DELIVER, LLC, as Lender

By: _____

Name: _____

Title: _____

PETER HURWITZ, as Assignee

Exhibit B

\$ in thousands

Week Beginning	2/26	3/4	3/11	3/18	3/25	4/1	4/8	4/15	Total
Week Ending	3/1	3/8	3/15	3/22	3/29	4/5	4/12	4/19	
PPUP & PU Cash Forecast									
Payroll & Severance Costs	--	(63)	(43)	(36)	(28)	(28)	(28)	(126)	(380)
Vendor Payments	--	(30)	(194)	(27)	(18)	(94)	(129)	(18)	(524)
Operating Payments	--	(\$92)	(\$236)	(\$63)	(\$47)	(\$122)	(\$157)	(\$145)	(\$905)
Sales & Use Tax	--	--	--	--	--	--	--	(3)	(3)
One-Time Cleanup Costs	--	--	--	--	--	--	--	(\$3)	(\$3)
Legal	(175)	(34)	(34)	(34)	(34)	(34)	(34)	(34)	(450)
Financial Advisor	--	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(75)
Banker Fees	--	(125)	--	--	--	--	--	--	(125)
Assignment & Perfection	(70)	--	--	--	--	--	--	--	(70)
Assignee Fees	--	(38)	(38)	(38)	(38)	(38)	(38)	(38)	(300)
Miscellaneous	--	--	--	--	--	--	--	(275)	(275)
Transactional Costs	(\$245)	(\$206)	(\$81)	(\$81)	(\$81)	(\$81)	(\$81)	(\$356)	(\$1,295)
PPUP & PU Wind Down Costs	(\$245)	(\$299)	(\$318)	(\$144)	(\$128)	(\$204)	(\$238)	(\$504)	(\$2,202)
PPUP & PU Beginning Cash	\$385	\$140	(\$159)	(\$476)	(\$620)	(\$748)	(\$952)	(\$1,313)	\$385
PPUP & PU Wind Down Costs	(245)	(299)	(318)	(144)	(128)	(204)	(238)	(504)	(2,202)
PPUP & PU Ending Cash	\$140	(\$159)	(\$476)	(\$620)	(\$748)	(\$952)	(\$1,313)	(\$1,817)	(\$1,817)
GK Cash Forecast									
Ordinary Collections	--	25	25	25	25	25	25	25	200
Deferred Revenue Collections	--	--	560	--	--	--	--	--	560
Cash Collections	--	\$25	\$585	\$25	\$25	\$25	\$25	\$25	\$760
Operating Payments	--	(37)	(80)	(11)	(29)	(33)	(94)	(11)	(324)
Deferred Revenue Share	--	--	--	--	(260)	--	--	--	(260)
Salaries & Benefits	--	(23)	(23)	(23)	(23)	(23)	(23)	(23)	(185)
Operating Payments	--	(\$60)	(\$103)	(\$34)	(\$52)	(\$316)	(\$117)	(\$34)	(\$769)
Total GK Cash Flows	--	(\$35)	\$482	(\$9)	(\$27)	(\$291)	(\$92)	(\$9)	(\$9)
GK Beginning Cash	\$268	\$268	\$233	\$715	\$705	\$678	\$387	\$296	\$268
GK Cash Flows	--	(35)	482	(9)	(27)	(291)	(92)	(9)	(9)
GK Ending Cash	\$268	\$233	\$715	\$705	\$678	\$387	\$296	\$286	\$259