

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re: Chapter 11
GOLIATH VENTURES INC. (FL), Case No. 26-13174-RAM
GOLIATH VENTURES INC. (WY), Case No. 26-13176-RAM
Debtors. *Jointly Administered*

**DEBTORS' APPLICATION FOR AN ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION OF SOLOMON B. GENET, ESQUIRE
AND MELAND BUDWICK, P.A. AS ATTORNEYS FOR
THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**

Goliath Ventures Inc., a Florida corporation f/d/b/a Gen-Z Venture Firm, Inc. and Goliath Ventures Inc., a Wyoming corporation (together, “*Debtors*”), by and through undersigned counsel, submit this application (“*Application*”) seeking entry of an Order of the Court, pursuant to 11 U.S.C. § 327(a), F.R.B.P. 2014(a) and 2016, and L.R. 2016-1, authorizing the employment and retention of Solomon B. Genet, Esquire and the law firm of Meland Budwick, P.A. as attorneys for the Debtors effective as of the commencement of these Chapter 11 cases. In support, the Debtors respectfully state as follows:

I. Jurisdiction and Venue

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334.

This is a core proceeding pursuant to 28 U.S.C. § 157.

2. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are 11 U.S.C. §§ 327(a), 328(a) and 330, F.R.B.P. 2014(a) and 2016, and L.R. 2016-1.

II. U.S.A. v. Delgado, Case No. 6:26-mj-01240-LHP (M.D. Fla.)

4. On February 20, 2026, the United States filed a Criminal Complaint (“**Criminal Complaint**”) against Christopher Alexander Delgado, the Debtors’ prior senior-insider, in *U.S.A. v. Delgado*, Case No. 6:26-mj-01240-LHP (M.D. Fla.) (“**Criminal Action**”), at ¶ 23:

According to information provided to potential investors, including marketing materials and GOLIATH’s website, GOLIATH is “a joint venture private fund that invested in blockchain and cryptocurrency projects.” GOLIATH further characterized itself as “a pioneering firm specializing in blockchain development and decentralized finance strategies” and purported to leverage “liquidity pools to facilitate passive income generation, enhance market efficiency, and provide qualified investors with access to innovative financial opportunities.”

5. In the Criminal Action, the United States alleges Mr. Delgado violated 18 U.S.C. § 1343, Wire Fraud, and 18 U.S.C. § 1957, Money Laundering, and perpetrated a Ponzi scheme through the Debtors. A copy of the Criminal Complaint is attached as Exhibit 2 to Dkt. No. 20.

III. Procedural Background

6. On March 3, 2026 and March 5, 2026, the Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida entered orders establishing Michael S. Budwick as the receiver (“**Receiver**”) over both Debtors (together, “**Receivership Orders**”).¹

7. The Receivership Orders authorize the Receiver, among other things, to seek bankruptcy relief if the Receiver determined it necessary and appropriate to preserve assets, marshal claims, and protect victims and creditors.

8. On March 16, 2026 (“**Petition Date**”), the Receiver caused the Debtors to file their

¹ The Receivership Orders are (1) Amended Order on Plaintiff’s Emergency Verified Ex Parte Motion to Appoint a Receiver; and (2) Agreed Order granting the Receiver’s Agreed Motion to Confirm Receivership Estate Includes Goliath Ventures, inc., a Florida Corporation (f/k/a Gen-Z Venture Firm); each entered in *Mehal Patel v. Goliath Ventures Inc.*, Case No. CACE-26-003310, pending in the Seventeenth Judicial Circuit in and for Broward County, Florida. Copies are attached as Composite Exhibit 1 to Dkt. No. 20.

voluntary petitions under Chapter 11 of the United States Bankruptcy Code.

9. On March 17, 2026, the Court entered its Order Granting Motion for Joint Administration and Granting Motion to Transfer Case, as Modified. [Dkt. No. 7].

10. The Debtors are managing their affairs as debtors in possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.

11. On March 19, 2026, the Debtors filed their Consolidated Case Management Report [Dkt. No. 11].

12. On March 20, 2026, the Court entered its Interim Order Granting Receiver's Motion to Excuse Compliance with 11 U.S.C. § 543 [Dkt. No. 31] ("*Interim Order*"), which, on an interim basis, excused the Receiver from compliance with 11 U.S.C. §§ 543(a)-(b), and set a further hearing on April 22, 2026 at 2:30 p.m.

IV. Relief Requested and Qualifications of Proposed Counsel

13. The Debtors desire to employ Solomon B. Genet, Esquire ("*Mr. Genet*") and the law firm of Meland Budwick, P.A. ("*MB*", and together with Mr. Genet, the "*Applicant*") as general counsel in this Chapter 11 case.

14. The Debtors have determined that it is necessary to engage attorneys with knowledge and experience in the areas of bankruptcy and litigation. Such legal counsel will enable the Debtors to carry out their duties in these Chapter 11 cases and to assist in the administration of their estates. The Debtors, therefore, propose to retain the law firm of MB as counsel in all phases of their Chapter 11 cases.

15. MB is a Miami-based boutique bankruptcy, financial fraud, and litigation law firm² with extensive experience representing bankruptcy trustees, receivers, and other court-appointed

² The firm also practices in the real estate and corporate arenas, among others.

fiduciaries in complex financial fraud, asset-recovery, and Ponzi scheme litigation. The firm is ranked Band One by Chambers and Partners USA in the category Bankruptcy Litigation for the State of Florida. Multiple firm partners are ranked individually, including Mr. Genet.

16. In the Petters Company, Inc. Chapter 11 case pending in Minneapolis, Minnesota, involving the third largest Ponzi scheme in U.S. history with \$2 billion in cash-on-cash investor losses, the firm serves as litigation oversight counsel managing the prosecution of hundreds of millions of dollars in litigation claims. The firm also represents Barry Mukamal, as Liquidating Trustee for two Palm Beach based hedge funds that lost \$650 million in the Petters Ponzi scheme. Together with Mr. Mukamal, the firm has recovered \$235 million for the two hedge funds' stakeholders. In addition, the firm serves as special litigation counsel to Christina Lovato, as Chapter 7 Trustee in Reno, Nevada for DC Solar Solutions, Inc. and affiliated entities through which Jeff Carpoﬀ perpetrated a \$950 million Ponzi scheme. Mr. Carpoﬀ's Ponzi scheme is the largest in the history of the Eastern District of California. To date, the firm has recovered over \$130 million for creditors (with at least two actions remaining) while working with creditors who separately have recovered significant amounts through their independent actions.

17. Mr. Genet focuses his practice on corporate insolvency/bankruptcy, financial fraud, and commercial litigation. He has represented corporate debtors and alleged debtors, receivers, trustees, assignees, creditors, and creditors' committees, in state and federal insolvency proceedings, often stemming from financial frauds and Ponzi schemes. Prior to joining MB, Mr. Genet served as the Judicial Law Clerk for the Honorable Robert A. Mark, U.S. Bankruptcy Judge for the Southern District of Florida. In addition to his professional legal experience, Mr. Genet was an Adjunct Professor at the University of Miami School of Law and the St. Thomas Aquinas School of Law. Mr. Genet is AV rated by Martindale-Hubbell and has been recognized by

Chambers and Partners USA.

18. Mr. Genet received his J.D. degree, *magna cum laude*, from the University of Miami School of Law, where he was an associate editor of the University of Miami Law Review. He received his B.A. degree from Yeshiva University. Mr. Genet is a member of the Florida Bar, authorized to practice before the Florida State courts, the United States Court of Appeals for the Eleventh Circuit, and the U.S. District Court for the Southern and Middle Districts of Florida. He is also a member of the New York Bar, admitted to practice before New York State Courts and the U.S. District Court for the Southern District of New York. Mr. Genet is also admitted to practice before the Ninth Circuit Court of Appeals.

19. MB is well positioned to address issues involving cryptocurrency and blockchain-based assets, with its team including personnel experienced in blockchain data analysis, digital asset markets, and tracing digital asset transfers.

20. MB is well qualified to represent the Debtors in these Chapter 11 cases and is uniquely positioned (especially given the Receiver's pre-petition fiduciary role) to protect the interests of the Debtors and their estates. MB has confirmed its willingness to serve in this role, and the Debtors believe that its retention is in the best interests of the estates and parties in interest.

21. Subject to the order of this Court, the Debtors propose to employ MB to render the following professional services, among others:

- a) advise the Debtors with respect to its responsibilities in complying with the U.S. Trustee's Operating Guidelines and Reporting Requirements and with the rules of the Court;
- b) prepare motions, pleadings, orders, applications, adversary proceedings, and other legal documents necessary in the administration of this case;
- c) protect the interests of the Debtors and its estate in all matters pending before the Court; and

- d) represent the Debtors in negotiations with its creditors and other parties in interest, and in the preparation of a plan.

V. Disclosures and Compensation

22. The connections between MB and the Debtors are fully disclosed in Mr. Genet's Declaration ("*Genet Declaration*") attached as **Exhibit A**.

23. MB intends to apply to the Court for allowances of compensation and reimbursement of out-of-pocket expenses incurred after the Petition Date in connection with this Chapter 11 case on an hourly basis, subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, including the U.S. Trustee for the S.D. of Florida guidelines ("*Guidelines*") and any further orders of this Court.

24. Prepetition, the Receiver Michael S. Budwick incurred fees and costs of approximately \$39,341.71, all of which remain unpaid.

25. Prepetition, MB as counsel to the Receiver, incurred fees and costs of approximately \$85,545.51, all of which remain unpaid.

26. Post-petition, MB has advanced some costs. Relatedly, the Debtors have filed their Motion to Authorize Meland Budwick, P.A. to pay 1Q26 U.S. Trustee Fees seeking authority for MB to pay \$500 that it expects will be due by April 30, 2026, which was granted by this Court.³

27. At the appropriate time, the Receiver and MB intend to seek an award and payment of their prepetition fees and costs pursuant to 11 U.S.C. § 543(c) and any other applicable bases, e.g., 11 U.S.C. § 503, subject to Court approval.

28. MB is not holding any post-petition retainer.

29. The Debtors request authority for MB to maintain time records in support of any application for compensation and reimbursement of costs with respect to both Debtors on a

³ Dkt. Nos. 49 & 54.

consolidated basis without the necessity for apportioning time between the two. The Debtors note that Goliath Ventures Inc. (FL) was dissolved on September 3, 2025, the very same day that Goliath Ventures Inc. (WY) was incorporated.

30. Pursuant to L.R. 2014-1(A), a copy of the Applicant's retention agreement is attached as **Exhibit B**.

VI. Basis for Relief Requested

31. Pursuant to this Application, the Debtors seek entry of an order authorizing the employment and retention of MB as attorneys for the Debtors effective as of the Petition Date, pursuant to 11 U.S.C. §§ 327(a) and 330, F.R.B.P. 2014(a) and 2016, and L.R. 2016-1. Pursuant to 11 U.S.C. § 328(a), the Debtors further request that the Court approve the retention of MB under a general retainer, as their attorneys, in accordance with MB's normal hourly rates in effect at the time services are rendered and normal reimbursement policies.

32. 11 U.S.C. § 327(a) provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

33. 11 U.S.C. § 328(a) provides that a debtor, subject to Court approval:

[May] employ or authorize the employment of a professional person under section 327 or 1103 of this title, as the case may be, on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.

34. F.R.B.P. 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

35. The Debtors submit that for all the reasons stated in this Application and in the Genet Declaration, the retention of MB as counsel to the Debtors is warranted and that MB satisfies the requirements of 11 U.S.C. § 327(a).

36. MB's only connections arise from Mr. Budwick's role as the Receiver and the firm's role as Receiver's counsel; those duties are aligned with the interests of the estate and the creditor body. The Receiver is a court-appointed fiduciary charged with preserving assets, marshaling claims, and maximizing recoveries for creditors. *See generally* Receivership Orders. MB is compliant with Section 327(a) of the Code.⁴

37. For all these reasons, MB satisfies the disinterestedness requirement of § 327(a) and its retention as Debtors' general counsel should be approved.

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⁴ *See* 11 U.S.C. § 543(c)(1) (“The court, after notice and a hearing, shall ... protect all entities to which a custodian has become obligated with respect to such property ...”); *In re Martin*, 817 F.2d 175 (1st Cir. 1987) (law firm may be disinterested notwithstanding holding a pre-petition security interest in debtor's assets); *In re Murphy*, 178 B.R. 13 (Bankr. S.D. Fla. 1995) (relying on *Martin*); *In re Automend, Inc.*, 85 B.R. 173 (Bankr. N.D. Ga. 1988) (relying on *Martin*).

WHEREFORE, the Debtors respectfully request entry of an Order in the form attached as **Exhibit C**: (i) authorizing the employment and retention of Solomon B. Genet, Esquire and the law firm of Meland Budwick, P.A., as general counsel to the Debtors in these chapter 11 cases, effective as of the Petition Date, on a general retainer, pursuant to 11 U.S.C. §§ 327 and 330; and (ii) granting such other and further relief as the Court deems just and proper.

Dated: April 14, 2026.

Goliath Ventures Inc. (WY)

Goliath Ventures Inc. (FL)

By: s/ Michael S. Budwick (e-filed with consent)

Receiver of Debtors-in-Possession

E-filed by:

s/ Solomon B. Genet

Solomon B. Genet, Esquire

Florida Bar No. 617911

sgenet@melandbudwick.com

MELAND BUDWICK, P.A.

3200 Southeast Financial Center

200 South Biscayne Boulevard

Miami, Florida 33131

Telephone: (305) 358-6363

Telecopy: (305) 358-1221

Proposed Attorneys for Debtors

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on April 14, 2026, via the Court's Notice of Electronic Filing upon the Registered Users listed on the attached Exhibit 1 and on the Court's Master Service List pursuant to Local Rule 2002-1(H)(1) attached as Exhibit 2.

s/ Solomon B. Genet

Solomon B. Genet, Esquire

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re:

Chapter 11

GOLIATH VENTURES INC. (FL),
GOLIATH VENTURES INC. (WY),

Case No. 26-13174-RAM
Case No. 26-13176-RAM
Jointly Administered

Debtors.

_____ /

**DECLARATION OF SOLOMON B. GENET IN SUPPORT
OF DEBTORS' APPLICATION TO EMPLOY AND RETAIN
MELAND BUDWICK, P.A. AS ATTORNEYS FOR THE DEBTORS
EFFECTIVE AS OF THE PETITION DATE**

Solomon B. Genet, being duly sworn, says:

1. I am an attorney admitted to practice in the State of Florida, the United States District Court for the Southern District of Florida and qualified to practice in the U.S. Bankruptcy Court for the Southern District of Florida.

2. I am a partner and employed by the law firm of Meland Budwick, P.A. ("**MB**") with offices located at 200 South Biscayne Boulevard, Suite 3200, Miami, Florida 33131.

3. I am familiar with the matters set forth herein and make this declaration ("**Declaration**") in support of the application ("**Application**") of Goliath Ventures Inc., a Florida corporation f/d/b/a Gen-Z Venture Firm, Inc. and Goliath Ventures Inc., a Wyoming corporation (collectively, the "**Debtors**") for authority to employ and retain MB as attorneys for the Debtors, effective as of the Petition Date. MB proposes to charge its normal hourly rates in effect from time to time and in accordance with MB's normal reimbursement policies, in compliance with Bankruptcy Code sections 327(a), 328(a) and 330, and to provide disclosure required under Rules 2014(a), 2016 and 5002 of the Federal Rules of Bankruptcy Procedure ("**Bankruptcy Rules**") and

Rule 2016-1 of the Local Rules for the United States Bankruptcy Court for the Southern District of Florida (“*Local Rules*”).

4. MB is well qualified to provide the services required by the Debtors in connection with these Chapter 11 cases.

5. Pre-petition, Michael S. Budwick was appointed receiver over both Debtors by orders of the Broward Circuit Court entered March 3 and 5, 2026. Pre-petition, MB was retained as counsel to the Receiver. In connection with those pre-petition services, the Receiver incurred fees and costs of approximately \$39,341.71, and MB as counsel to the Receiver incurred fees and costs of approximately \$85,545.51, all of which remain unpaid. The applicable receivership orders have been filed with the Court.

6. I believe that MB’s connections with the Receiver and the receivership do not change the fact that MB is a disinterested person and does not hold or represent interests adverse to the Debtors’ estates.

7. To the best of my knowledge and information, notwithstanding its connections with the Receiver and the receivership, no member of MB has an interest materially adverse to the interests of the Debtors’ estates or to any class of creditors or equity security holders of the Debtors, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, as specified in subparagraph (C) of Section 101(14) of the Bankruptcy Code, or for any other reason.

8. Notwithstanding its connections with the Receiver and the receivership, MB neither holds nor represents any interest adverse to the Debtors and is a “disinterested person” within the scope and meaning of Section 101(14) of the Bankruptcy Code.

9. To the best of my knowledge, MB has no other connections for purposes of disclosure under and pursuant to Bankruptcy Rule 2014(a)(2).

10. Neither I nor our firm has or will represent any other entity in connection with these cases, and neither I nor our firm will accept any fee from any other party or parties in these cases, except the Debtors' estates, unless otherwise authorized by the Court.

11. The professional fees and costs incurred by MB in the course representation of the Debtors in these cases shall be subject in all respects to the application and notice requirements of 11 U.S.C. §§ 327, 330 and 331 and Bankruptcy Rule 2014 and 2016.

12. There is no agreement as to the sharing of any compensation to be paid to the firm. No promises have been received by MB, nor any attorney thereof, as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code.

13. No attorney at MB holds a direct or indirect equity interest in the Debtors, including stock or stock warrants, or has a right to acquire such an interest.

14. Other than in connection with the Receiver and the receivership, no attorney at MB is or has served as an officer, director, or employee, or is otherwise in control, of the Debtors.

15. No attorney at MB is or has served as an officer, director or employee of a financial advisor that has been engaged by the Debtors in connection with the offer, sale or issuance of a security of the Debtors.

16. No attorney at MB has represented a financial advisor of the Debtors in connection with the offer, sale or issuance of a security of the Debtors.

17. Other than in connection with the Receiver and the receivership, no attorney at MB has any interest, direct or indirect, that may be affected by the proposed representation.

18. Except as set forth herein, no attorney at MB has had or presently has any material connection with the captioned Debtors, the Debtors' creditors, any other party in interest or their respective attorneys and accountants, the United States Trustee, or any person employed in the

Office of the United States Trustee, or any matters in which the firm is to be engaged, except that I, MB, or our attorneys, (i) may have appeared in the past, and may appear in the future, in other cases in which one or more of such parties may be involved; and (ii) may represent or may have represented certain of the Debtors' creditors, in matters unrelated to this case.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 9, 2026.

s/Solomon B. Genet
Solomon B. Genet, Esquire



MELAND | BUDWICK
ATTORNEYS AT LAW

Solomon B. Genet
sgenet@melandbudwick.com

As of March 16, 2026

By Hand

Michael S. Budwick, Receiver
of Goliath Ventures Inc. (Florida and Wyoming)

LEGAL REPRESENTATION AGREEMENT

Re: Chapter 11 Voluntary Petition of Goliath Ventures Inc. (Florida and Wyoming)

Dear Mr. Budwick:

You serve as Receiver for Goliath Ventures Inc., (both Florida and Wyoming, and together “***Goliath Ventures***”) pursuant to the Amended Order on Plaintiff’s Emergency Verified *Ex Parte* Motion to Appoint a Receiver entered on March 3, 2026 and the Agreed Order Granting Receiver’s Agreed Motion to Confirm Receivership Estate Includes Goliath Ventures Inc., a Florida Corporation (f/k/a Gen-Z Venture Firm Inc.) entered on March 5, 2026 by the Honorable Michael A. Robinson, Circuit Court Judge, in *Mehal Patel v. Goliath Ventures Inc.*, Case No. CACE-26-003310, pending in the Seventeenth Judicial Circuit in and for Broward County, Florida. We are pleased that you have caused Goliath Ventures to engage Meland Budwick, P.A. (“***Firm***”) to perform certain legal services. This Agreement is intended to set forth the understanding as to the nature and scope of the services we have agreed to render, the amount of our fee for those services, the manner in which our fees will be determined, and the terms on which we will be paid. This Agreement is not a guaranty on the outcome of the matter and because of the uncertainty of legal proceedings, the interpretation and changes in the law and other unknown factors, the Firm cannot predict the outcome of any case.

1. Nature of Legal Service. You have caused Goliath Ventures to engage the Firm to file voluntary Chapter 11 petitions for Goliath Ventures and to represent Goliath Ventures in their bankruptcy proceedings.

2. No Guaranty. The Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case.

Fee for Services. The Firm will charge for its services on the basis of its standard hourly rates, as in effect from time to time, based on the time records. It is the Firm’s practice to charge for actual time expended. The hourly rates at the present time for those attorneys who we

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Michael S. Budwick, Receiver
Page 2

anticipate will perform services range from \$365 to \$950 and for paralegals range from \$240 to \$340. These rates may adjust in January of each year and new rates may apply thereafter.

3. Trust Funds. Goliath Ventures acknowledges and agrees that funds held on its behalf in the Firm's IOLTA trust account may exceed the limits of FDIC insurance. Goliath Ventures further acknowledges and agrees that all funds held on its behalf in the Firm's IOLTA trust account will be held in a single account regardless of whether those funds exceed the limits of FDIC insurance and thus are not subject to FDIC insurance.

4. Costs. In connection with our engagement, the Firm anticipates it may incur and advance certain expenses. These expenses may include, but are not limited to, our actual costs for expenses such as filing fees, services by outside consultants and vendors regarding electronically stored information (the Firm may utilize a third-party vendor such as Logikcull to handle electronically stored information for discovery review and production and the fees for Logikcull's services are \$395 per month and \$25 per uploaded GB), out of town travel and lodging expenses, delivery charges / messenger services, long distance telephone charges, special postage (overnight courier services, express mail, certified mail, etc.), facsimile transmissions, costs of investigation, computer-assisted research charges, secretarial overtime, court reporting, 15¢ per page for photocopies, and other incidental expenses. Goliath Ventures agrees to pay the Firm for these various costs in addition to fees for legal services. The Firm reserves the right to withdraw should these costs not be paid. Further, the Firm may ask that additional sums be deposited in our trust account should it appear necessary to cover such expenses, and the Firm may pass along certain charges to Goliath Ventures for direct payment to the vendor(s).

5. Use of Artificial Intelligence. Goliath Ventures consents to the Firm using generative artificial intelligence. Such use generative artificial intelligence may include, for example, applications to assist with legal research or drafting pleadings and motions.

6. Corporate Transparency Act. The Corporate Transparency Act requires that certain entities (both existing and newly formed) report to the Financial Crimes Enforcement Network ["FinCEN"] of the US Department of the Treasury the identity and other information about their beneficial owners and the persons who create them, and update and correct their reports to assure they are current, complete and accurate. That is the responsibility of the Client, not the Firm; and, regardless of whether the Firm advises or prepares documents as to your structure or ownership, the Firm will not be accepting or have any responsibility for such reporting or for storing or collecting information for it. If a Firm attorney or paralegal is listed as a company applicant in your beneficial ownership report to FinCEN, their status as such will not alter your responsibility or that of the reporting company to submit the necessary information, including updates, to FinCEN. The responsibility of a person of the Firm who acts as a company applicant will be limited to reporting and updating their own personal information with FinCEN.

7. Payment of Invoices. Bills will be rendered for the time spent on this matter and for expenses incurred on your behalf. Goliath Ventures agrees to pay each monthly bill within ten days of receipt or pursuant to applicable Bankruptcy Court orders.

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Michael S. Budwick, Receiver
Page 3

8. Non-Payment of Fees and Costs. Unless agreed otherwise, Goliath Ventures understands that non-payment of any invoice for fees and costs within ten days of receipt will constitute a default and several different consequences will result from such non-payment. These consequences include the following:

a) The Firm retains the right, in our sole and absolute discretion, to charge interest at the maximum legal rate.

b) The Firm may suspend further legal services, in which event Goliath Ventures will be liable to the Firm for the payment of any fees earned and any costs incurred by us prior to that time.

c) The Firm may, subject to applicable rules of professional conduct and any required court approval, withdraw from representing Goliath Ventures after providing reasonable notice.

d) In the event that the Firm is ultimately required to bring suit to collect any unpaid fees or costs, Goliath Ventures agrees to pay all reasonable attorney's fees and costs incurred.

e) Florida Law provides the Firm with the right to impose a lien upon documents, money and other intangibles and materials coming into the Firm's possession to receive the payment of its fees and expenses. In addition, in order to secure the payment of our fees and costs, Goliath Ventures agrees to grant the Firm a charging lien on any judgment or recovery of any nature arising out of or related to the services provided.

9. Records Retention. In the course of representing Goliath Ventures, it is likely that numerous records and documents (originals and copies) will come into the Firm's possession and numerous additional documents will be generated by the Firm. Naturally, Goliath Ventures may examine any written materials in the Firm's files at any time the Firm agrees prior to the termination of our representation, but Goliath Ventures acknowledges that all of the Firm's work product is owned by the Firm. Upon the termination of the Firm's representation in connection with this engagement, the Firm will retain its files for at least two years, after which any written materials not returned may be destroyed by the Firm. Your execution of this agreement constitutes Goliath Ventures' consent to this procedure.

10. Commencement of Representation. If this arrangement is acceptable, please sign, date and return a copy of this Agreement to the Firm. The Firm's representation will commence upon receipt of this executed agreement.

11. Counter-Parts. The Parties may execute this Agreement in whole or counterparts, and execution of counterparts shall have the same force and effect as if the Parties had signed the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

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Michael S. Budwick, Receiver
Page 4

12. Right of the Firm to Withdraw / Right of Client to Terminate. Goliath Ventures will have the right to terminate the Firm’s representation at any time, but the provisions of this Agreement related to payment and collection of fees and disbursements will not terminate. The Firm will have the same right to terminate its representation at any time with or without cause, subject to the Firm’s obligation to give reasonable notice to arrange other representation. Withdrawal with cause shall be considered a Constructive Termination and is based on during the course of the representation: (1) Goliath Ventures’ failure to behave in an ethical fashion; (2) Goliath Ventures’ failure to follow any pertinent orders or rules of the court, arbitration forum, or panel; or (3) Goliath Ventures’ failure to follow the Firm's advice or failure or refusal to cooperate with the Firm. Goliath Ventures’ cooperation shall include, but not be limited to, providing the Firm with all accurate, material information pertinent to the representation.

13. Procedure for Dispute Resolution. With regard to any dispute relating to this representation, Goliath Ventures and the Firm agree that this Agreement shall be construed and enforced pursuant to the laws of the State of Florida, both substantive and procedural. The parties agree that the sole and exclusive venue for any action in any way related to this Agreement shall be the United States Bankruptcy Court for the Southern District of Florida. Both parties agree to accept service of process via certified mail, Federal Express, United Postal Service, DHL, or by email to the addresses below.

<p><u>To Client:</u></p> <p>Michael S. Budwick, as Receiver of Goliath Ventures Inc. MELAND BUDWICK, P.A. 3200 Southeast Financial Center 200 South Biscayne Boulevard Miami, Florida 33131</p>	<p><u>For the Firm:</u></p> <p>Solomon B. Genet sgenet@melandbudwick.com MELAND BUDWICK, P.A. 3200 Southeast Financial Center 200 South Biscayne Boulevard Miami, Florida 33131 Telephone: (305) 358-6363</p>
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The parties knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury with respect to any action, defense, counterclaim, or other proceeding arising under or in any way related to this agreement. Any mediator so designated must be acceptable to all parties.

In the event of litigation between the parties arising out of or related to this agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees, expended in connection with such dispute from the non-prevailing party. This provision applies to fees and costs incurred both at the trial and appellate levels, including any petitions. Also per this provision, the prevailing party shall be entitled to recover not only those fees and costs incurred in conjunction with all efforts to achieve prevailing-party status and to determine the issue of entitlement to fees and costs, but also those fees and costs incurred in conjunction with all efforts to establish the proper amount of such fees and costs. The client agrees to compensate the Firm for the defense of any fee disputes.

MELAND | BUDWICK

Michael S. Budwick, Receiver
Page 5

14. Waiver. A party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement by that party or any other party.

15. Amendments. This Agreement may be amended at any time by mutual consent of the parties, with any such amendment to be unenforceable unless in writing, signed by the Firm and you.

16. Applicable Law. This Agreement shall be governed for all purposes by the laws of the State of Florida. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

17. Electronic Discovery and Retention of Documents. Various rules and regulations require that once a party reasonably anticipates litigation or has knowledge that litigation is pending, all documents, including electronic documents, pertaining to the litigation must be properly retained. If Goliath Ventures has a routine document destruction policy, it must immediately suspend it, implement a litigation hold (as discussed below), and ensure that all relevant data is safeguarded against destruction moving forward. As Goliath Ventures' attorney, we will oversee and guide you through these efforts.

18. Disclaimer Regarding Tax Consequences. Please be advised that the Firm is not tax counsel and will not provide any advice regarding any of the tax consequences associated with the resolution of the matters related to our retention. To determine any such tax consequences or implications, Goliath Ventures should consult its particular tax advisor. A non-exclusive list of matters that Goliath Ventures may wish to discuss with its tax advisor would be the implications of cancellation of debt income, the tax consequences of a "short sale" of a parcel of real estate as opposed to a foreclosure, how foreclosures (and deeds in lieu of foreclosure) are taxed, and the tax consequences of receiving or paying any amounts to settle litigation or to satisfy a judgment.

We appreciate the confidence in our Firm and will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,

/s/ Solomon B. Genet
Solomon B. Genet

SBG/gv

MELAND | BUDWICK

Michael S. Budwick, Receiver
Page 6

CONCLUSION

If the above correctly reflects the understanding reached between the Firm and you regarding the terms and conditions of the Firm's representation, please sign this Agreement where indicated below, return it to our office along with any required funds described above payable to Meland Budwick, P.A., and upon receipt of this signed Agreement the Firm officially shall commence its representation.

We appreciate the trust and confidence you have shown us in retaining the Firm to represent you, and we look forward to what we hope will be a favorable resolution of this matter.

BY SIGNING BELOW I REPRESENT THAT I HAVE AUTHORITY TO EXECUTE THIS AGREEMENT AND AGREE TO ALL OF THE TERMS SET FORTH IN THIS AGREEMENT.

REVIEWED, ACKNOWLEDGED AND ACCEPTED as of March 16, 2026.

By: /s/ Michael S. Budwick
Michael S. Budwick, Receiver of
Goliath Ventures Inc. (Florida and Wyoming)

MELAND | BUDWICK

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re:

Chapter 11

GOLIATH VENTURES INC. (FL),
GOLIATH VENTURES INC. (WY),

Case No. 26-13174-RAM (*Lead Case*)
Case No. 26-13176-RAM
Jointly Administered

Debtors.

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF SOLOMON B. GENET, ESQUIRE AND MELAND BUDWICK, P.A. AS ATTORNEYS FOR THE DEBTORS EFFECTIVE AS OF THE PETITION DATE

THIS MATTER came before the Court upon the *Debtors' Application for an Order Authorizing the Employment and Retention of Solomon B. Genet, Esquire and Meland Budwick, P.A. as Attorneys for the Debtors Effective as of the Petition Date* [Dkt. No. ____] (the "**Application**"), pursuant to § 327(a) of Title 11 of the United States Code ("**Bankruptcy Code**"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure ("**Bankruptcy Rules**") and Rule 2016-1 of the Local Rules for the United States Bankruptcy Court for the Southern District of Florida ("**Local Rules**"); the Court having reviewed the Application, the declaration

of Solomon B. Genet, Esq. in support of the Application, (“*Genet Declaration*”); the Court noting that 21 days has expired since March 16, 2026 (“*Petition Date*”) and being satisfied based upon the representations made in the Application and the Genet Declaration that (a) Solomon B. Genet and Meland Budwick, P.A. (“*MB*”) do not hold or represent an interest adverse to the Debtors’ estates and (b) Solomon B. Genet and MB are a “disinterested person” as defined in § 101(14) of the Bankruptcy Code and as required by § 327(a) of the Bankruptcy Code; due and proper notice of the Application having been provided, and after due deliberation and sufficient cause appearing therefore, it is accordingly

ORDERED as follows:

1. The Application is **GRANTED** effective as of the Petition Date.
2. Debtors may employ and retain MB as their general counsel in these Chapter 11 cases in accordance with the terms and conditions set forth in the Application, on a general retainer, pursuant to 11 U.S.C. §§ 327 and 330.
3. MB is authorized to maintain time records in support of any application for compensation and reimbursement of costs with respect to both Debtors on a consolidated basis, without the necessity of apportioning time between the two Debtors.
4. Nothing in this Order shall prejudice the right of the receiver or MB to seek allowance and payment of their respective prepetition fees and costs pursuant to 11 U.S.C. § 543(c) or any other applicable authority, subject to further application and Court approval.

#

5. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

###

Submitted By:

Solomon B. Genet, Esquire
Florida Bar No. 617911
sgenet@melandbudwick.com
MELAND BUDWICK, P.A.
Counsel for Debtors
3200 Southeast Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131
Telephone: (305) 358-6363
Telefax: (305) 358-1221

Copies Furnished To:

Solomon B. Genet, Esquire, is directed to serve copies of this Order on all parties in interest and to file a Certificate of Service.

Mailing Information for Case 26-13174-RAM

Electronic Mail Notice List

The following is the list of parties who are currently on the list to receive email notice/service for this case.

- **Alexander E. Brody** abrody@melandbudwick.com,
ltannenbaum@melandbudwick.com;mrbnfs@yahoo.com;ltannenbaum@ecf.courtdrive.com;phornia@ecf.courtdrive.com
- **Jonathan S. Feldman** feldman@katiephang.com, service@katiephang.com
- **Solomon B Genet** sgenet@melandbudwick.com,
ltannenbaum@melandbudwick.com;mrbnfs@yahoo.com;sgenet@ecf.courtdrive.com;ltannenbaum@ecf.courtdrive.com;phornia@ecf.courtdrive.com
- **Office of the US Trustee** USTPRegion21.MM.ECF@usdoj.gov
- **Steven D Schneiderman** Steven.D.Schneiderman@usdoj.gov

MASTER SERVICE LIST PER LOCAL RULE 2002-1(H)

U.S. Trustee: *(Notice provided via NEF)*

Office of The United States Trustee
51 SW First Avenue, Room 1204
Miami, FL 33130

Hannah Watson, AUSA
35 SE 1st Avenue, Suite 300
Ocala, Florida 34471

Via email: hannah.watson@usdoj.gov

Debtors-in-Possession: *(via NEF)*

Goliath Ventures Inc.
c/o Michael S. Budwick, Receiver
200 South Biscayne Blvd., #3200
Miami, Florida 33131

Jordan A. Cortez
Sean O'Neill
Alan Maza
Securities & Exchange Commission
Division of Enforcement
Miami Regional Office

801 Brickell Avenue, Suite 1950
Miami, Florida 33131

Via email: cortezjo@sec.gov

Via email: oneills@sec.gov

Via email: mazaa@sec.gov

Debtor-in-Possession's Attorney:

(Notice provided via NEF)

Solomon B. Genet, Esquire
Alexander E. Brody, Esquire
Meland Budwick, P.A.
3200 Southeast Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131

Joint Committee of Creditors:

John D. Euliano Revocable Trust
c/o Jordan A. Shaw, Esq.

110 SE 6th Street, Suite 2900

Ft. Lauderdale, FL 33301

Via email: jshaw@shawlewenz.com

Secured Creditors:

Attn: BMW Financial Services
NA, LLC Department
AIS Portfolio Services, LLC
Account: XXXXXX0990
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118

ECLYFE LLC

c/o Jordan A. Shaw, Esq.

110 SE 6th Street, Suite 2900

Ft. Lauderdale, FL 33301

Via email: jshaw@shawlewenz.com

Attn: BMW Financial Services
NA, LLC Department
AIS Portfolio Services, LLC
Account: XXXXXX4629
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118

Jerry Stanley 1022 Trust

311 Dolcetto Court

Lakeway, TX 78738

Via email: jerrystanley10@gmail.com

United States and its agencies:

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Jigisha Patel

12 Hidden Meadow Dr.

Scotch Plains, NJ 07076

Via email: jigishashah@yahoo.com

Anita M. Cream, AUSA
Chief, Asset Recovery Division
400 N Tampa St, Ste 200
Tampa, FL 33602
Via email: anita.cream@usdoj.gov

Michael Holguin & Co. Ltd.

81 Showcase Drive

Hannon, Ontario L0R-1P0

Via email: Mholguin12@hotmail.com

MASTER SERVICE LIST PER LOCAL RULE 2002-1(H)

Gaurang Patel
45 Burniston Ct.
Hillsborough, NJ 08844
Via email: gaupatel79@gmail.com

Jay Kansal
4450 Leesburg Rd.
Marietta, GA 30066
Via email: drjaykansal@gmail.com

Notice of Appearances:

*(Notice provided via NEF
Upon Registered Users)*

Attorneys for Todd Rideman
Jonathan S. Feldman, Esq.
c/o Phang & Feldman, PA
2 S. Biscayne Blvd., Ste 1600
Miami, FL 33131-1824