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5	Facsimile: (916) 925-1265		
6	Attorneys for the Debtor		
7	UNITED STATES BANKRUPTCY COURT		
8	EASTERN DISTRICT OF CALIFORNIA		
9	[Sacramento Division]		
10	·		
11	In re:	Case No. 14-26351-C-11	
12		Docket Control No. MHK-9	
13	CALIFORNIA COMMUNITY COLLABORATIVE, INC.,	Date: February 25, 2015	
14	,,,,,,,,	Time: 10:00 a.m.	
15	Debtor.	Dept: C (Courtroom 35) <b>Hon. Christopher M. Klein</b>	
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## THIRD INTERIM ORDER ON DEBTOR'S MOTION TO CONTINUE TO USE CASH COLLATERAL AND TO MAKE ADEQUATE PROTECTION PAYMENTS

The motion of California Community Collaborative, Inc., as debtor in possession (the "Debtor"), to continue to use cash collateral and to make adequate protection payments, filed November 26, 2014 and designated as Motion Control No. MHK-9 (the "Motion"), came on for continued hearing on February 25, 2015 at 11:00 a.m. in Department "C" before the Honorable Christopher M. Klein. Anthony Asebedo of Meegan, Hanschu & Kassenbrock appeared on behalf of the Debtor. Reed S. Waddell of Frandzel Robins Bloom & Csato, LC, appeared on behalf of California Bank & Trust, N.A. ("the Bank"). Barry S. Glaser of Steckbauer Weinhart, LLP appeared by telephone on behalf of the San Bernardino County Treasurer and Tax Collector (the "County"). There were no other appearances.

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RECEIVED
February 26, 2015
CLERR, U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

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The court having considered the Motion, pleadings of record, and the representations of counsel; and good cause appearing,

## IT IS HEREBY ORDERED:

- 1. The Motion is granted on an interim basis as set forth in this order.
- 2. Pursuant to 11 U.S.C. §363(c) and (e), for the period March 1, 2015 through March 31, 2015, the Debtor is authorized to use rents collected from the real property described in the Motion (the "Property") to pay those administrative expenses and operating expenses in the ordinary course of the Debtor's business which are identified in the Corporate Operating Budget attached hereto as Exhibit "A" and incorporated herein by reference. The Debtor may pay expenses for each month in no more than the amounts set forth in Exhibit "A," within a 10% variance in each listed category. In the event the Debtor encounters a need for any expenditure of a nature not set forth in Exhibit "A" or in an amount which would cause the Debtor to exceed any such monthly amount set forth in Exhibit "A" in excess of a 10% variance, the Debtor shall first obtain the Bank's written consent for meeting such expenditure, and the Bank shall not unreasonably withhold such consent, provided, however, that the Debtor shall not seek or be granted the use of any cash collateral for the payment of expenses not directly related to preservation, maintenance, and operation of the Property.
- 3. In the event and to the extent the Debtor uses cash collateral in which the Bank and the County (collectively the "Secured Creditors") have a properly perfected security interest and such use results in the diminution of the value of any Secured Creditor's collateral, each such creditor is hereby granted a replacement lien and security interest in, and to, the assets to which such creditor's pre-petition lien would have attached but for the filing of the Debtor's bankruptcy case. The priority of the post-petition lien granted shall be as to any such lien in the same priority, nature, extent, and subject to the same infirmities, if any, that existed pre-petition. The lien granted by this order shall be valid, enforceable, attached, and perfected effective as of

the date of the hearing on this matter, without any further act, and without regard to any federal, state, or local requirement or law requiring notice, recordation, filing, registration, or possession of the collateral.

- 4. As a form of adequate protection to the interests in the Real Property asserted by the Bank, beginning with the payment due for March 2015 and continuing until otherwise ordered by this court, the Debtor's monthly payments to the Bank shall in the amount of \$43,083.33 (rather than the amount for such payments stated in Exhibit "A" hereto).
- 5. The hearing on the Motion is continued, to March 31, 2015 at 10:30 a.m., in Department "C" of this court.

APPROVED:

Frandzel Robins Bloom & Csato, LC

By: \_

Reed S. Waddell

Attorneys for California Bank & Trust

Dated: March 06, 2015

United States Bankruptcy Judge

## California Community Collaborative, Inc.

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	mar	
Rental Income	\$ 67,196.25	
Total	\$ 67,196.25	
Monthly Expenses		
Kaiser Permanente	\$ 2,000.00	
Pre construction planning	\$ 1,000.00	
Janitorial- Joe Borroto	\$ 3,000.00	
Ramirez- Book keeping	\$ 1,800.00	
Merrell Schexnydre	\$ 5,000.00	
Supplies-Chempak/office	\$ 480.00	
Amtech Elevators	\$ 515.00	
Repairs and Maintenance	\$ 750.00	
State corporate tax		
Property Taxes		
Elevator Permits		
AAA Guard Service	\$ 1,200.00	
ADT-alarm	\$ 362.81	
Quarterly fees		
ATT-9444	\$ 60.00	
Firemans Fund Insurance	\$ 1,744.47	
City of San Bern. Water & Trash	\$ 750.00	
SC Edison	\$ 6,500.00	
Landscaping	\$ 600.00	
Adequate Protection Payment to Bank	\$ 31,500.00	
Total expenses	\$ 57,262.28	
Net Cash flow	\$ 9,933.97	