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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION

FILED
Samuel L. Kay, Clerk
United States Bankruptcy Court
Augusta, Georgia
By mfox at 3:27 pm, Mar 15, 2012

IN RE:)	CHAPTER 11
)	
HOLDINGS OF EVANS, LLC)	CASE NO. 11-11756-SDB
d/b/a CANDLEWOOD SUITES, ATHENS)	
)	
Debtor.)	

**FOURTH INTERIM CONSENT ORDER AUTHORIZING USE OF CASH
COLLATERAL BY DEBTOR AND GRANTING ADEQUATE PROTECTION
PURSUANT TO SECTIONS 361 AND 363
OF THE BANKRUPTCY CODE AND FED. R. BANKR. P. 4001**

The *Motion for Approval of Interim Adequate Protection Agreement and for Final Order for Use of Cash Collateral* [Docket No. 28] (the "Motion") filed on October 7, 2011, by Holdings of Evans, LLC d/b/a Candlewood Suites, Athens, (the "Debtor") and the Objection to the Motion [Docket No. 60] filed on November 2, 2011, by 2010-1 SFG Venture LLC ("SFG") came before the Court for hearing on March 15, 2012, at 10:00 a.m. (the "Hearing"). The Debtor's representative and counsel for the Debtor were present at the Hearing. Counsel for SFG did not attend the Hearing based on the parties' agreement reflected in this Order and the uncontested nature of the Hearing. Through the Motion, the Debtor requests interim and final orders: (i) authorizing the Debtor to use the cash collateral of SFG; and (ii) granting SFG adequate protection.¹

¹ On November 10, 2011, following the an interim hearing on the Motion, the Court entered the *Interim Consent Order Authorizing Use of Cash Collateral by Debtor and Granting Adequate Protection Pursuant to Sections 361 and 363 of the Bankruptcy Code and Fed. R. Bankr. P. 4001* [Docket No. 73] (the "First Interim Order"). All capitalized terms used in this Order, unless otherwise defined herein, shall have the meanings ascribed to such terms in the First Interim Order.

Based on the presentations of counsel for the Debtor at the Hearing, the parties' agreement reflected in this Order, and there being no other objections to the form of this Order, the Court finds as follows with respect to the Debtor's request to use SFG's cash collateral and grant SFG adequate protection:

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (M). Proper notice of the Motion has been given pursuant to Fed. R. Bankr. P. 4001(d).

2. The Debtor is the debtor and debtor-in-possession in the above-styled Chapter 11 case (the "Case"), having filed a voluntary petition under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") on September 2, 2011 (the "Petition Date") in the United States Court for the Southern District of Georgia, Augusta Division (the "Court"). No trustee has been appointed, and the Debtor is operating its business as a debtor-in-possession.

3. The Debtor and SFG have stipulated that the Debtor is a single-asset real-estate debtor pursuant to 11 U.S.C. § 101 (51B) and the deadlines applicable to the Debtor as such shall run from the Petition Date.

4. The Debtor is a limited liability company and owns improved real property located at 156 Classic Road in Athens, Georgia (the "Real Property") and is engaged in the business of operating a hotel commonly known as Candlewood Suites ("Hotel").

5. The Debtor is obligated to SFG, as assignee, under a Promissory Note dated November 14, 2008, in the original principal amount of \$6,196,200.00 (the "Note"), as may have been modified from time to time, together with all documents and security instruments executed and delivered in connection therewith, as described below (the "Loan Documents"), in favor of Specialty Finance Group LLC ("Specialty Finance").

6. As security for its obligations under the Loan Documents, the Debtor executed and delivered a Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement (the "Security Deed") granting Specialty Finance a first-priority lien and security interest in all or substantially all of the Debtor's real and personal property (the "Property"). As further security for the loan evidenced by the Note, the Debtor also executed an Assignment of Leases and Rents (the "Assignment of Rents"),² pursuant to which the Debtor absolutely, unconditionally, and irrevocably transferred, conveyed, assigned, and granted all of the Debtor's right, title, and interest, existing and after acquired, in all rents and leases with respect to the Real Property (the "Rents")³ to Specialty Finance. On or about November 18, 2008, Specialty Finance recorded the Security Deed, the Assignment of Rents, and a financing statement with Clerk of the Superior Court of Athens-Clarke County, thereby perfecting its security interest in the Real Property, the Property, and the Rents.

7. As further security for the loan evidenced by the Note, on or about November 14, 2008, Girdhar B. Sharma, Anupam Sharma, Preeti Sharma, M.R. Sridharan, and Vidya Sridharan (collectively, the "Guarantors"), executed a guaranty agreement in favor of Specialty Finance pursuant to which the Guarantors jointly and severally guaranteed, without limitation, the full and prompt payment to Specialty Finance of the Note when due.

² The Security Deed also includes an assignment of rents clause, which further secures SFG in "all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties . . . income, fees, receivables, receipts, revenues, deposits . . . accounts, cash, issues, profits, charges for services rendered, and other payment or consideration of whatever form or nature received by or paid to or on behalf of [Debtor] or its agents and employees from any and all sources arising from or attributable to the [Property]. . ." Security Deed, p 4.

³ Rents includes, without limitation, all hotel receipts, revenues and credit card receipts collected from guest rooms, restaurants, bars (including, without limitation, service charges for employees and staff), mini-bars, meeting rooms, banquet rooms, apartments, parking and recreational facilities, health club membership fees, food and beverage wholesale and retail sales, service charges, convention services, special events, audio-visual services, boat cruises, travel-agency fees, telephone charges, laundry services, vending machines, telecommunication and video, internet connection and all other account receivables, including rents and proceeds.

8. On or about May 18, 2010, Specialty Finance assigned its interest in the Loan Documents to The Federal Deposit Insurance Corporation ("FDIC") as receiver for Silverton Bank, N.A., and the FDIC, as receiver for Silverton Bank, N.A., assigned its interest in the Loan Documents to SFG.

9. The cash and cash equivalents generated from the operation and use of the Property, including the Rents that the Debtor was in possession as of the Petition Date or which was or are generated post-petition constitute cash collateral within the meaning of 11 U.S.C. § 363(a) (the "Cash Collateral").

10. On December 22, 2011, SFG filed a proof of claim [Claim No. 7] (the "Proof of Claim") that provides that as of the Petition Date, the Debtor owed SFG \$5,346,058.38 (the "Pre-Petition Debt"), exclusive of accruing interest, fees, costs, and other charges as may be allowed under the Bankruptcy Code. The liens and security interests of SFG in the Property, including the Cash Collateral, which secure the Pre-Petition Debt, are deemed legal, valid, binding, enforceable, perfected, and unavoidable upon and/or against the Debtor and all other parties in interest, excluding a trustee appointed under Chapter 7 of the Bankruptcy Code, by virtue of the fact that the Debtor failed to file a timely objection to the extent, validity, or priority of SFG's liens and security interests as required by this Court's Second Interim Cash Collateral Order [Docket No. 104]. On January 16, 2012, the Debtor filed an objection to the amount of the claim asserted by SFG in the Proof of Claim [Docket No. 125] (the "SFG Claim Objection") and, on February 13, 2012, SFG filed its Response to the Claim Objection [Docket No. 131]. A hearing is currently scheduled on April 10, 2012 at 10:00 a.m. to consider the SFG Claim Objection. Accordingly, the allowed amount of the Pre-Petition Debt remains controverted.

11. On an interim basis pending a final hearing by the Court, the Debtor shall be permitted to use the Cash Collateral only under the terms and conditions contained in this Order during the Cash Collateral Period, as defined below, or during any extensions thereof, or pursuant to any other orders of the Court, which orders shall issue only after notice to SFG and an opportunity for SFG to be heard.

12. Solely for the purpose of allowing the Debtor to use the Cash Collateral on the terms set forth in this Order, and upon the conditions hereinafter set forth,

IT IS HEREBY ORDERED THAT:

A. The Motion is granted on an interim basis.

B. The Motion shall be considered on a final basis on, May 31, 2012, at 10:00 A.m. (Eastern) in the U.S. Court, Federal Justice Center, 600 James Brown Boulevard, Augusta, Georgia 30901. The Debtor's counsel shall serve a copy of this Order on: (1) the Office of the United States Trustee for the Southern District of Georgia (the "U.S. Trustee"); (2) the Debtor; (3) counsel for SFG; (4) the twenty (20) largest unsecured creditors, or the attorneys for the official committee of unsecured creditors, if applicable; (5) the attorneys for any other committees appointed by the Court; and (6) any persons filing notices of appearance and requesting service in this Case.

C. The Debtor is authorized to use Cash Collateral within the meaning of Section 363 of the Bankruptcy Code, including collections from rents, accounts receivables, and other cash and income generated from the operation of the Debtor's business, including the Rents, to continue its business operation but only as set forth in the Budget attached to this Order as Exhibit A (the "Budget"), and subject to all of the limitations and conditions set forth in this Order, for the period (the "Cash Collateral Period") from the Petition Date until the earlier of

the following dates or events (the "Termination Date"): (a) May 31, 2012 at 5:00 p.m. (Eastern Daylight Time); (b) the appointment of a Chapter 11 Trustee or an examiner with expanded powers; (c) the conversion of this Case to a case under Chapter 7 of the Bankruptcy Code; (d) the occurrence of a default under this Order subject to the notice provisions contained in Paragraph Q of this Order; (e) the entry of an order dismissing this Case and such Order becoming effective pursuant to its terms; (f) the transfer of the Property to SFG; (g) the Debtor at any time discontinues or is ordered to discontinue the conduct of its business in the ordinary course; or (h) further order of this Court terminating the Debtor's use of Cash Collateral authorized hereunder. Following termination of the Cash Collateral Period, the Debtor shall immediately transfer and turnover all Cash Collateral to SFG and otherwise account for all of the Cash Collateral.

D. The Debtor shall at all times (a) sequester, segregate, and account for all Cash Collateral that comes into its possession, custody or control, (b) keep and provide on a periodic basis (no less than monthly) records reasonably sufficient for SFG to determine the status of Cash Collateral collections and expenditures, (c) provide to SFG copies of the monthly operating reports filed with the Court and with the Office of the United States Trustee and provide SFG with copies of any and all pleadings, documents, or correspondence filed with the Court or the U.S. Trustee at the same time such documents are transmitted to the Court or the U.S. Trustee.

E. The Debtor has or will establish a post-petition bank account at a financial institution that is approved by the U.S. Trustee, which account is designated as a Debtor-In-Possession "Operating Account" into which will be deposited all of the Cash Collateral (the "Cash Collateral Account").

F. From the Cash Collateral Account, the Debtor shall pay the current, normal, actual, ordinary, and reasonable post-petition expenses of operating and maintaining the Debtor's business (the "Post-Petition Expenses") in accordance with the Budget. The Debtor may not exceed the Budget for any given line item by more than twenty-five percent (25%) of the aggregate amount budgeted for that line item per month (the "Permitted Variance") without the prior written consent of SFG or further Order of the Court. In the event that the Debtor determines in its reasonable business judgment that it is necessary to make an expenditure in excess of the Permitted Variance for any given line item the Debtor will request an additional variance from SFG, and SFG will not unreasonably withhold such consent. The Debtor shall only incur and pay Post-Petition Expenses to the extent specifically provided in the Budget plus the Permitted Variance; provided, however, in addition, the Debtor may use the Cash Collateral to pay the quarterly fee due to the U.S. Trustee pursuant to Chapter 123 of Title 28, United States Code Section 1930, as the Court or the U.S. Trustee shall direct. Notwithstanding anything in this Order or the Budget to the contrary, the Debtor may not use Cash Collateral in excess \$5,000.00 per month to pay allowed administrative expense claims for professional fees (the "Professional Fee Cap"); provided, further, that the Debtor shall not use Cash Collateral to pay professional fees or expenses incurred in connection with initiating or prosecuting an adversary proceeding or contested matter against SFG, including but not limited to professional fees or expenses incurred in connection with the SFG Claim Objection. The Permitted Variance shall not apply to the Professional Fee Cap. The Debtor shall provide SFG with a monthly comparison report that shows the Debtor's actual gross revenue received and its expenditures made on a line-item basis as set forth in the Budget for the prior month as compared to the gross revenue projected and the expenditures budgeted for in such Budget for the prior month

(the "Variance Report"), no later than the fifteenth (15th) day of each month. The Variance Report shall show the amount of net operating income for the applicable month and how the amount of net operating income was calculated for the subject time period.

G. Notwithstanding anything in this Order or the Budget to the contrary, the Debtor shall not use any Cash Collateral for payment of any prepetition debts or obligations of the Debtor without the express approval of the Court. Furthermore, consistent with paragraph F above, notwithstanding anything in this Order or the Budget to the contrary, the Debtor shall not: (i) make any payments to professionals during the Cash Collateral Period in excess of \$5,000 per month without further order from the Court approving such payment, or (ii) make any payment to a professional for professional fees or expenses incurred in connection with initiating or prosecuting an adversary proceeding or contested matter against SFG, including but not limited to any professional fees or expenses incurred in connection with the SFG Claim Objection. SFG has not consented to use of Cash Collateral for payments to insiders as such term is defined under 11U.S.C. § 101(31), and SFG reserves and retains all rights, remedies, and objections with respect to the use of Cash Collateral to pay insiders.

H. SFG shall be granted adequate protection of its interest in the Cash Collateral in accordance with the terms of this Order.

I. As adequate protection of SFG's interest in the Cash Collateral, the Debtor shall pay all real-property taxes and insurance when such taxes and insurance become due and payable. In order to satisfy this requirement on an ongoing basis, beginning in November of 2011 and continuing on a month-to-month basis thereafter, the Debtor shall forward the monthly amount necessary to timely make all tax and insurance payments when due to SFG's loan servicer, Midland Mortgage ("Midland"), on or before the deadline for the Adequate Protection

Payments described in paragraph J below. Midland shall hold the funds transferred pursuant to this paragraph of the Order in a reserve account for payment of taxes and insurance until such time as the Debtor, in writing, timely directs Midland to make the due and payable tax and insurance payments. The failure of the Debtor to forward the amounts necessary to cover the timely payment of post-petition real-estate taxes and insurance to Midland or to direct Midland to timely make the required tax and insurance payments on behalf of the Debtor shall constitute an Event of Default under this Order.

J. As additional adequate protection for the Debtor's use of the Cash Collateral, during the Cash Collateral Period, the Debtor shall pay to SFG \$26,000.00 per month (the "Adequate Protection Payments"). Further, subject to the limitations contained in paragraph S(a) of this Order, SFG stipulates that the Adequate Protection Payments satisfy the requirements of Section 362(d)(3)(B)(ii) of the Bankruptcy Code. The Adequate Protection Payments shall be due on or before 5:00 p.m. on the tenth (10th) day of each month. All Adequate Protection Payments shall be sent directly to SFG at the address set forth in paragraph U below. To the extent SFG is entitled to post-petition interest payments under Section 506(b) of the Bankruptcy Code, the Adequate Protection Payments will be applied to reduce the accrual of post-petition interest, fees, and expenses. However, to the extent that it is determined that SFG is not entitled to post-petition interest, fees, or expenses under Section 506(b) of the Bankruptcy Code, the Adequate Protection Payments shall be deemed to be periodic cash adequate-protection payments under Sections 361 and 363 of the Bankruptcy Code, and such payments shall not applied to reduce any outstanding principal, interest, or fees due to SFG as of the Petition Date.

K. During the term of this Order and except as otherwise provided in this Order, or in any subsequent order of the Court, regardless of whether any of the following items appear in the

Budget, the Debtor shall not use any Cash Collateral for the following purposes: (1) for the payment of any pre-petition debts or obligations of the Debtor or claims against the Debtor, unless specifically authorized to do so by the Court after notice to SFG and an opportunity for SFG to be heard (it being understood that SFG reserves all rights to object to any such payment on any ground at law or equity); (2) for the payment of any debts or obligations of the Debtor that are not directly related to the management or operation of the Debtor's business or to preserve the value of the Property; (3) for prepayment of services that have not yet been rendered, goods which have not yet been received, or any other items and expenses for which payment is not currently due, unless such prepayment is made in the ordinary course of the Debtor's business or the Debtor obtains prior express written permission of SFG or is specifically authorized to do so by the Court after notice to SFG and an opportunity for SFG to be heard; (4) for payment of professional fees and expenses in excess of \$5,000 per month or for professional fees and expenses incurred in connection with initiating or prosecuting an adversary proceeding or contested matter against SFG, including but not limited to professional fees and expenses incurred in prosecuting the SFG Claim Objection; or (5) for payments to insiders as defined by 11 U.S.C. § 101(31).

L. As additional adequate protection for the Debtor's use of the Cash Collateral, the Debtor is required to and hereby grants, assigns, and pledges to SFG a first priority lien (the "Replacement Lien"), to the same extent, validity, and priority as SFG's pre-petition liens, upon all post-petition property of the Debtor, including, but not limited to, any and all rents (including, without limitation, the Rents), buildings, structures, improvements, leases, tenancies, subleases, agreements (including, but not limited to, franchise and property management agreements), accounts, cash, chattel paper, contract rights, depository accounts, documents,

equipment, tangible personal property, farm products, fixtures, general intangibles (including, but not limited to, patents and trademarks), goods, instruments, inventory, investment property, intangibles, letter-of-credit rights, real property, supporting obligations, vehicles, and all proceeds and products thereof (collectively, the "Adequate Protection Property"), subject only to validly perfected and enforceable senior pre-petition liens or security interests. Notwithstanding anything to the contrary in this Order, the Adequate Protection Property shall not include any rights and/or claims arising under Chapter 5 of the Bankruptcy Code. The Replacement Lien granted to SFG pursuant to this Order shall be valid, perfected, enforceable, and effective to the same extent, validity, nature, and priority as SFG's pre-petition liens in the Property. SFG may, but shall have no obligation to execute, file, record or take any other action under any applicable local, state, or federal law, rule, or regulation in order to create or perfect the Replacement Lien. The Replacement Lien shall be supplemental of, and in addition to, any security interest and/or liens that SFG already possesses pursuant to the Loan Documents.

M. As additional adequate protection of SFG's interests in the Cash Collateral, SFG is hereby granted a super-priority administrative claim pursuant to Section 507(b) of the Bankruptcy Code to the extent that the other forms of adequate protection granted under this Order are insufficient to adequately protect SFG for the Debtor's use of the Cash Collateral (the "Super-Priority Claim"). The Super-Priority Claim shall have priority over any and all other indebtedness, liabilities, and obligations of the Debtor, now in existence or hereafter incurred by the Debtor, and over all administrative expenses or priority claims of any kind including, without limitation, those specified in or ordered pursuant to Sections 105, 326, 328, 330, 331, 364(c), 503(b), 506(c), 507(b), 726, 1113, or 1114 of the Bankruptcy Code.

Notwithstanding anything in this paragraph to the contrary, consistent with Section 507(a)(1)(C) of the Bankruptcy Code, the super-priority administrative claim provided to SFG in this paragraph shall at all times be subordinate to and of lower priority than Chapter 7 administrative expense claims arising under paragraphs (1)(A), (2), and (6) of Section 503(b) of the Bankruptcy Code.

N. As additional adequate assurance of SFG's interests in the Cash Collateral, the Debtor shall maintain the right to use the trademark "Candlewood Suites" in connection with the operation of the Hotel, and otherwise satisfy all of the requirements under the Debtor's franchise agreement with Holiday Hospitality Franchising Inc. ("Hospitality"), including the maintenance of all quality standards under the parties' franchise agreement and the timely payment of all franchise fees to Hospitality. As additional adequate protection, the Debtor is authorized and directed to maintain property/casualty insurance coverage at reasonably adequate levels on all of the Debtor's assets for the full replacement value and to cause SFG to be named as a "lender loss payee" on such insurance policy. The Debtor shall also maintain general liability insurance and other necessary insurance, including, without limitation, fire, hazard, comprehensive, public liability, and workmen's compensation, and obtain such additional insurance in an amount as is appropriate for the business in which the Debtor is engaged. The Debtor shall name SFG as an additional insured on all such insurance policies. The Debtor shall provide to SFG the number(s) of any and all insurance policies in effect, the names, addresses, and contact persons of any entities issuing such insurance, and a summary of the terms and payment arrangements for any such insurance policies within three (3) business days of entry of this Order. The Debtor shall promptly notify SFG of any change in such coverage which may hereafter occur.

O. The Debtor shall be in default under this Order if: (a) the Debtor fails to pay any amount required by this Order; (b) the Debtor fails to perform any of its obligations, agreements, or promises under this Order; (c) the Debtor makes any payment not authorized to be paid pursuant to this Order; (d) the Debtor shall have made any material misstatement or misrepresentation in connection with any of the post-petition monthly reports forwarded to SFG pursuant to this Order; (e) the Court appoints a Chapter 11 trustee or examiner in this Case with expanded powers; (f) the Court converts this Case to a case under Chapter 7 of the Bankruptcy Code; (g) the Debtor's franchise agreement with Hospitality is terminated; or (h) there is a material adverse change in the Debtor's financial condition or business operations (the "Events of Default"; and each an "Event of Default"). This provision is without prejudice to the right of any future Trustee in this Case to independently request the use of Cash Collateral.

P. SFG may waive any Event of Default under this Order after such Event of Default has been declared, without impairing its right to declare a subsequent Event of Default under this Order and without any further notice from SFG that the Debtor must strictly comply with the obligations imposed under this Order.

Q. Upon the occurrence of an Event of Default, SFG may elect to terminate the Debtor's right to use its Cash Collateral under this Order by giving written notice of termination to counsel for the Debtor and filing a copy of such written notice with the Court. Unless otherwise directed by order of the Court, the Debtor's right to use SFG's Cash Collateral shall terminate on the fifth (5th) business day following the filing of such written notice unless prior to 5:00 p.m. on the fifth (5th) business day following the filing of such written notice (i) SFG acknowledges in writing that the Event of Default has been cured or (ii) the Debtor files

an emergency motion requesting an order from the Court determining that such Event of Default has in fact been cured and a hearing on such motion has been scheduled for within fifteen (15) days of the fifth (5th) business day following the filing of such written notice of termination. Notwithstanding the foregoing, the Debtor shall only have three (3) business days to cure an Event of Default under section (a) of Paragraph O, which Events of Default are payment defaults. In addition, this notice and cure provision shall not apply to sections (e), (f), and (g) of Paragraph O, which are uncurable Events of Default.

R. The Debtor has the burden of petitioning the Court for reinstatement of the Debtor's authorization to use Cash Collateral in the event such right is terminated under the terms of this Order, upon expiration of the Cash Collateral Period, or otherwise. Notwithstanding the termination of the Debtor's right to use Cash Collateral under this Order or the expiration of the Cash Collateral Period, the rights, liens, and security interests granted to SFG pursuant to this Order shall survive. This Order and the terms, conditions, and protections in this Order shall inure to the benefit of and may be enforced by SFG, or its principals, agents, successors, and assigns. Furthermore, this Order shall be binding upon the Debtor and any successors-in-interest to the Debtor, without limitation, but this provision shall not apply to any trustee(s) appointed in this Case. Nothing in this Order shall be deemed to constitute a waiver by SFG of its right to seek other relief in this Case, including, without limitation, the right to: (i) move for relief from the automatic stay, (ii) seek additional adequate protection, (iii) file a Chapter 11 plan, (iv) seek a dismissal or conversion of this Case, or (v) seek the appointment of a trustee or examiner with expanded powers.

S. Except as provided in this Order or any previous cash collaterals orders entered in this Case, entry of this Order shall not in any way constitute: (a) a preclusion or waiver of SFG's

right to seek additional adequate protection and/or to seek relief from the automatic stay based on lack of adequate protection; (b) a preclusion or a waiver of any right of SFG or the Debtor to file any pleadings, including but not limited to adversary proceedings; (c) an agreement, consent, or acquiescence to the terms of any plan of reorganization by virtue of any term or provision of this Order; (d) a preclusion or waiver to assert any other rights, remedies or defenses available to SFG, or the Debtor, to respond to any motion, application, proposal, or other action, all such rights, remedies, defenses, and opportunities to respond being specifically reserved by SFG and the Debtor; (e) a finding that SFG is an insider of, in control of, or liable to any person (as defined in the Bankruptcy Code) in any way under any theory of successor liability or similar theory or otherwise obligated in any way for any debt of the Debtor and; (f) a preclusion, waiver, or modification of any rights or remedies that SFG or the Debtor have under the Loan Documents or other applicable law.

T. The Debtor shall provide SFG with reasonable access to the Debtor's business and the Debtor's books and records during normal business hours of the Debtor. The Debtor shall further provide representatives of SFG with reasonable opportunities to obtain information from the Debtor with respect to the operation of the Debtor's business, its books, records, and management of the Debtor's business. Further, the Debtor shall permit SFG's representatives reasonable access, in accordance with the Loan Documents, during business hours for the purpose of examining any and all information and documents relating to the Debtor's past and current financial condition, assets, and transfers. The Debtor shall also permit SFG, or those acting on behalf of SFG, access to the Hotel and Real Property for the purposes of conducting a Phase I environmental survey.

U. All notices required or permitted under this Order shall be sent to the respective party and attorney at the addresses listed below by electronic mail and by either certified mail, return receipt requested, hand-delivery, or by facsimile transmission. In the event of notice by certified mail, notice shall be effective upon receipt and refusal of delivery as shown by the return receipt. In the event of notice by electronic mail or facsimile transmission, notice shall be effective upon successful transmission. In the event of notice by hand-delivery, notice shall be effective upon receipt.

If notice is given to SFG, it shall be sent to:

Daniel M. Kasell
2010-1 SFG Venture, LLC
c/o Square Mile Capital Management LLC
450 Park Avenue
New York, New York 10022
Telephone: (212) 616-1558
Facsimile: (212) 605-0999
Email: dkasell@squaremilecapital.com

With a copy to:

Sean C. Kulka, Esq.
Michael Holbein, Esq.
Arnall Golden Gregory, LLP
171 17th Street, NW
Suite 2100
Atlanta, Georgia 30363-1031
(404) 873-8500 Telephone
(404) 873-8683 Facsimile
Email: sean.kulka@agg.com
Email: michael.holbein@agg.com

If notice is given to the Debtor, it shall be sent to:

GB Sharma
Managing Member
Holdings of Evans, LLC
3543 Interlachen Dr.
Martinez, GA 30907
Email: sharmagb@yahoo.com

With a copy to:

Todd Boudreaux, Esq.
Shepard, Plunkett, Hamilton & Boudreaux, LLC
7013 Evans Town Center Blvd.
Suite 303
Evans, GA 30809
(706) 869-1334 Telephone
(706) 868-6788 Facsimile
Email: tboudreaux@shepardplunkett.com

V. The use of the Cash Collateral contemplated in this Order shall in no way affect the validity, perfection, or priority of the security interests, mortgages, and liens granted to SFG by this Order or otherwise, and the use of Cash Collateral contemplated in this Order shall not constitute a waiver by SFG of its rights to timely and full payment under the Loan Documents, except as may be limited by applicable law including the Bankruptcy Code. The Debtor has waived the right and ability to object to or challenge the extent, validity, or priority of SFG's security interests and liens by virtue of the fact that the Debtor failed to timely challenge the extent, validity, or priority of SFG's security interests as required by the Court's Second Interim Cash Collateral Order [Docket No. 104].

W. Nothing contained in this Order shall be construed to alter, modify, or change in any respect the terms and conditions of the Loan Documents except as modified by the automatic stay.

X. Nothing in this Order shall be deemed to permit authorization to charge or surcharge SFG's collateral, including SFG's interest in the Property and the Adequate Protection Property, with any expense of administration, whether pursuant to 11 U.S.C. § 506(c), or otherwise. The Debtor on its own behalf shall not assert and hereby waives, effective immediately, any claim against SFG under 11 U.S.C. § 506(c) or the right to surcharge SFG's

collateral, including SFG's interest in the Property and the Adequate Protection Property, with any expense of administration, whether pursuant to 11 U.S.C. § 506(c), or otherwise.

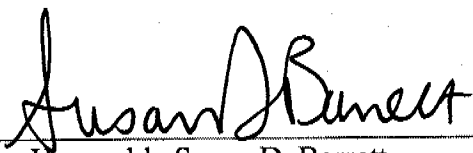
Y. Consistent with Section 363 of the Bankruptcy Code, the Debtor is hereby enjoined from using Cash Collateral, except as provided for in this Order or any subsequent cash collateral order entered by the Court following notice to and an opportunity for SFG to be heard. Nothing contained in this Order shall be in prejudice of the right of SFG or the Debtor to seek modification, extension, or termination of this Order or any subsequent cash collateral order based upon a change of circumstances.

Z. Nothing in this Order shall prejudice SFG's right to challenge any aspect of this Case or to seek any relief under Title 11 or Title 28 with respect to any aspect of this Case. Similarly, nothing in this Order shall otherwise prejudice the Debtor's rights as debtor-in-possession under Sections 1107 and 1108 or impair its duties under Section 521 of the Bankruptcy Code.

AA. Time is of the essence with respect to all performance required by this Order

BB. This Order shall be fully effective upon its entry.

This 15th day of March, 2012.


The Honorable Susan D. Barrett
United States Court Judge

PREPARED AND PRESENTED BY:

ARNALL GOLDEN GREGORY, LLP

/s/ Sean C. Kulka

Sean C. Kulka, Georgia Bar No. 648919
Michael Holbein Georgia Bar No. 360070
171 17th Street, NW
Suite 2100
Atlanta, Georgia 30363-1031
(404) 873-8596 Telephone
(404) 873-8597 Facsimile
sean.kulka@agg.com
michael.holbein@agg.com

-and-

CONSENTED TO BY:

SHEPARD, PLUNKETT, HAMILTON & BOUDREAX, LLC

/s/ Todd Boudreaux

Todd Boudreaux, Esq.
7013 Evans Town Center Blvd.
Suite 303
Evans, GA 30809
(706) 869-1334 Telephone
(706) 868-6788 Facsimile
tboudreaux@shepardplunkett.com

Attorneys for the Debtor and Debtor-in-Possession

-and-

NO OBJECTION TO FORM:

DONALD F. WALTON, U.S. TRUSTEE REGION 21

/s/ Joel Paschke

Joel Paschke, Trial Attorney
Office of the United States Trustee
2 East Bryan Street, Suite 725
Savannah, Georgia 31401
(912) 652-4112

EXHIBIT A
BUDGET

CHAPTER 11 CASE NO. 11-11756-SDB

PROPOSED MONTHLY BUDGET

Gross Monthly Income		\$106,000.00
Net Employee Payroll	\$	19,000.00
Payroll Taxes	\$	5,000.00
Unemployment Taxes	\$	2,350.00
Worker's Compensation	\$	500.00
Inventory Purchases	\$	3,550.00
Rent	\$	400.00
Utilities	\$	10,225.00
Office Expenses and Supplies	\$	3,175.00
Repairs and Maintenance	\$	4,000.00
Travel and Entertainment	\$	1,200.00
Employee Benefits	\$	3,325.00
Midland Mortgage - Adequate Protection Payment	\$	26,000.00
Property Tax Escrow	\$	5,416.00
Insurance Escrow	\$	1,125.00
Travel Agent Commissions	\$	1,700.00
Holidex	\$	1,200.00
ROI Management	\$	850.00
Sales	\$	750.00
Priority Club	\$	1,495.00
Branch Franchise/Marketing	\$	9,345.00
Management	\$	4,000.00
TOTAL EXPENSES	\$	104,606.00
ESTIMATED NET INCOME		\$1,394.00