

**This document has been electronically entered in the records of the United States Bankruptcy Court for the Southern District of Ohio.**

**IT IS SO ORDERED.**

**Dated: January 6, 2017**



*C. Kathryn Preston*  
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**C. Kathryn Preston**  
**United States Bankruptcy Judge**

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

In Re:

IDDINGS TRUCKING, INC.

Debtor.

Case No. 16-58202  
Chapter 11  
Hon. C. Kathryn Peston

**INTERIM ORDER AUTHORIZING DEBTOR TO OBTAIN SECURED CREDIT FROM AND PROVIDING ADEQUATE PROTECTION TO CRESTMARK TPG LLC**  
**(Docket No. 9)**

The Debtor, Iddings Trucking, Inc., an Ohio corporation (the "Debtor"), having contacted Crestmark TPG LLC, a Michigan limited liability company (the "Bank") regarding an immediate need of funding and to use cash collateral to continue operations during its Chapter 11 bankruptcy proceeding; the Bank having agreed to provide the necessary funding and the use of its cash collateral upon the conditions set forth below; and the Debtor and the Bank having stipulated and agreed as follows:

A. On December 30, 2016 (the "Petition Date"), Debtor filed a petition for relief under Chapter 11 of the United States Bankruptcy Code (the "Code"). Since that time, Debtor has remained in possession of its assets and has continued to operate and manage its business as a debtor in possession pursuant to Sections 1107 and 1108 of the Code.

B. Debtor filed an Emergency Motion of Debtor (1) to Authorize Use of Cash Collateral, (2) to Provide Adequate Protection to Secured Creditors and (3) to Enter Into Secured

Post-Petition Financing with Crestmark Bank and Request for Expedited Hearing on December 30, 2016, Docket No. 9, and Debtor filed an Amended Emergency Motion of Debtor (1) to Authorize Use of Cash Collateral, (2) to Provide Adequate Protection to Secured Creditors and (3) to Enter Into Secured Post-Petition Financing with Crestmark Bank and Request for Expedited Hearing (Related to Docket No. 9) on January 4, 2017, Docket No. 25 (collectively the “Motion”). The Amended Motion was filed to provide that all references to Crestmark Bank shall be amended and Crestmark TPG LLG shall be substituted as the correct party claiming a security interest in the Debtor’s assets and shall be the party with whom the Debtor will be entering into a secured post-petition financing arrangement.

C. Bank previously entered into financing arrangements with Debtor and Guarantors (as hereinafter defined) pursuant to, among others, the following documents (collectively the “Pre-Petition Loan Documents”):

1. An Amended and Restated Demand Promissory Note dated October 6, 2014, in the stated principal amount of \$2,900,000.00 (the “Note”);

2. A Loan and Security Agreement and Schedule each dated January 12, 2009, as amended by Amendment No. 1 to Schedule to Loan and Security Agreement dated as of October 25, 2012, by Amendment No. 2 to Schedule to Loan and Security Agreement dated as of October 6, 2014 and by Amendment No. 3 to Schedule to Loan and Security Agreement dated as of July 30, 2015 (collectively the “Loan Agreement”);

3. The Unconditional Continuing Guaranty dated as of January 12, 2009 (the “Guaranty”) from George C. Loeber and Thomas E. Hall (collectively the “Guarantors”); and

4. A UCC-1 Financing Statement covering all assets of the Debtor was recorded on December 23, 2008 with the Ohio Department of State – Uniform Commercial Code, Filing Number 0H00131766484, and on October 17, 2013 by Filing Number 20139000206.

D. Reserved.

E. As of December 30, 2016, the Debtor was indebted to the Bank in the principal amount of \$84,359.10, plus interest, fees and costs allowed under the Pre-Petition Loan Documents (the “Pre-Petition Indebtedness”).

F. Debtor asserts that the Pre-Petition Indebtedness constitutes the valid and binding obligations of Debtor and Guarantor to Bank and is secured by the liens and security interests in all personal property of Debtor (the “Pre-Petition Collateral”).

G. Debtor asserts that Bank’s liens and security interests in the Pre-Petition Collateral are valid and properly perfected and are unavoidable and infeasible in this bankruptcy case or otherwise.

H. Debtor asserts that Bank's liens and security interests in Debtor's accounts are prior to any other interests in the Debtor's accounts.

I. Debtor asserts that the value of the Pre-Petition Collateral as of the Petition Date is at least equal to the amount of the Pre-Petition Indebtedness and, therefore, the Bank is fully secured.

J. The Pre-Petition Loan Documents provide for the Bank's dominion of funds and the Debtor has no rights in or authority to use the cash receipts generated in its business operations absent an order of the Court or the agreement of Bank.

K. To continue the operation of its business during the Chapter 11 reorganization process, Debtor represents that it must use cash collateral and obtain secured financing from the Bank to pay post-petition obligations incurred by Debtor in the ordinary course of its business.

L. The Debtor desires that the Bank continue its existing line of credit under the terms of the Pre-Petition Loan Documents as modified herein, to enable the Debtor to continue to operate pursuant to the terms and conditions described in this Interim Order.

M. The Debtor urgently requires financing under Section 364 of the Bankruptcy Code to fund daily operations. The Debtor's inability to fund daily operations could result in a long-term negative impact on the value of the Debtor to the prejudice and detriment of the Debtor and its creditors, customers and employees.

N. The Debtor represents that it is presently unable to obtain, in the ordinary course of business or otherwise, unsecured credit allowable under Section 503(b)(1) of the Code as an administrative expense, unsecured credit allowable under Section 364(a) or (b) of the Code or secured credit under Section 364(c) of the Code, other than credit from the Bank as provided in this Interim Order pursuant to Section 364(d) of the Code.

O. The United States Trustee filed its Limited Objection to the Emergency Motion of Debtor (1) to Authorize Use of Cash Collateral, (2) to Provide Adequate Protection to Secured Creditors and (3) to Enter Into Secured Post-Petition Financing with Crestmark Bank and Request for Expedited Hearing on January 3, 2017, Docket No. 18 (the "Objection"). The Objection was resolved or withdrawn with respect to the entry of this Interim Order.

P. Good cause has been shown for entry of this Interim Order. Among other things, the entry of this Interim Order will minimize disruption of Debtor's business as a going concern and will increase the possibility of a successful rehabilitation, and, therefore, is in the best interest of Debtor, the estate, and its creditors.

Q. The terms of this Interim Order and the financing contemplated herein have been negotiated at arms-length with all parties represented by experienced counsel, are fair and reasonable under the circumstances, are for reasonably equivalent value and fair consideration, and are in good faith as that term is used in §364(e) of the Code. Accordingly, Bank in making

advances pursuant to this Interim Order is entitled to the protection subscribed in §364(e) of the Code.

R. This Interim Order is an interim order and the Debtor will provide notice of this Interim Order to the U.S. Trustee's office, all creditors holding secured claims of record who have an interest in the cash collateral of the Debtor, the unsecured creditor's committee (if there is one) (the "Committee") and its counsel (if counsel has been retained) and the creditors holding the 20 largest unsecured claims (according to the list filed by Debtor pursuant to Bankruptcy Rule 1007(d)), and such notice shall constitute sufficient "notice and a hearing," without the need for notification of any further entities under Section 102 of the Code and Bankruptcy Rules 2002 and 4001.

S. This Interim Order is entered in a "core" proceeding within the meaning of 28 U.S.C. § 157 and this Court has jurisdiction over this Interim Order.

**NOW, THEREFORE, IT IS HEREBY ORDERED** that the Motion be, and hereby is, granted to the extent set forth below.

#### **SECTION 1: PRE-PETITION LOAN DOCUMENTS**

1.1 Subject to the rights of the Committee (if there is one) or any other party in interest, Debtor and the Bank represent that the Pre-Petition Indebtedness constitutes valid and binding obligations of Debtor and Guarantors to Bank which is secured by all personal property of the Debtor. Such liens shall continue pursuant to Section 552(b) of the Code to the extent valid and perfected.

1.2. Reserved.

1.3 The Bank, and its officers, directors, employees, attorneys, stockholders, agents successors and assigns, are hereby released, by Debtor and Guarantors every capacity, and their respective employees, officers, directors, employees, attorneys, stockholders, agents, successors, assigns, or heirs, from all liabilities, claims, causes of action, allegations, or assertions, known or unknown, that they may have or had at any time up to and including the date of entry of this Interim Order, with respect to Bank's actions or omissions with respect to Debtor and Guarantors or to any relationship between Bank and Debtor and Guarantors. As an example and not limitation, the foregoing release includes any claims for breach of an alleged obligation of good faith by Bank or any other claim or cause of action commonly referred to under the rubric of "lender liability." The provisions of this paragraph do not impair the rights of the Committee or any party in interest.

1.4 The obligations of Guarantors under the Guaranty shall continue.

1.5 The Pre-Petition Loan Documents shall be construed and considered as post-petition agreements between Debtor and Bank under this Interim Order (except to the extent inconsistent herewith or modified hereby). The Bank shall continue to have dominion over all funds and the Debtor has no rights in or authority to use cash collateral and receipts generated in

its business operations except as provided in this Interim Order or in a further order of this Court. Nothing in this paragraph shall be construed to affect the rights of the Committee, if any, or any party in interest to challenge the Pre-Petition Loan Documents as they relate to the Pre-Petition Indebtedness.

1.6 Debtor is hereby authorized to use cash collateral and to borrow money and seek other financial accommodations from Bank and is ordered to perform its obligations hereunder in accordance with the terms hereof. All loans and obligations incurred on or after the petition date by Debtor to Bank pursuant to this Interim Order, and the amount advanced by Bank under the Interim Order if it becomes a final order, are referred to as the “DIP Indebtedness” and, together with the Pre-Petition Indebtedness, as the “Indebtedness”. All loans advanced hereunder and under the Interim Order if it becomes a final order will be deemed to be additional loans under the Pre-Petition Loan Documents, subject to the rights and priorities provided herein, and will be advanced by Bank to Debtor and be guaranteed by the Guarantor, as provided in the Pre-Petition Loan Documents. Upon entry of this Interim Order, the Debtor shall be deemed to have unconditionally promised to pay on a secured post-petition basis and the Guarantor shall be deemed to have unconditionally guaranteed all Indebtedness so that the Debtor and the Guarantor shall be jointly and severally liable therefore. Bank shall not be required to provide any financing to Debtor unless and until Guarantor ratifies and reaffirms the Guaranty in favor of the Bank by executing this Interim Order where indicated below.

## SECTION 2: LOAN AUTHORIZATIONS

2.1 Debtor is hereby authorized to use cash collateral and to borrow from the Bank pursuant to the terms and conditions of the Pre-Petition Loan Documents as modified herein (the “Funding”).

2.2. All proceeds and collections of the Pre-Petition Collateral and the DIP Collateral (as hereinafter defined), including the proceeds and collections of the receivables pledged to Bank under the Interim Order, must be forwarded to the Lockbox Account at Bank. **Bank is hereby authorized to notify all Account Debtors, and all Account Debtors are directed to make, all payments to the Lockbox Account. In addition, all of the Debtor’s invoices must be marked to show that the payments must be made to the Bank at the Lockbox Account. Bank is authorized to make collection calls if necessary to collect Post-Petition Date advances to the Debtor under this Interim Order.**

The proceeds of each Account (including those with respect to the Interim Order) that Bank collects will be applied as follows:

(a) first, to Bank in an amount equal to the Advance on that Account whether such Advance occurred prior to or after the Petition Date. Without limiting the foregoing, Advances on Pre-Petition Date Accounts will be paid from the proceeds of Pre-Petition Date Accounts and will not be paid with the proceeds of Post-Petition Date Accounts;

(b) then to Bank in an amount equal to unpaid interest;

(c) then, to the Maintenance Fee;

(d) then to Bank to pay any expenses Borrower owes to Bank (subject only to a final, non-appealable order that the expenses incurred and paid were unreasonable). The Bank will provide the Debtor, the United States Trustee and a Committee if one is appointed, copies of all its legal invoices and a breakdown of the other Bank Expenses (as defined below); and

(e) last, unless Bank elects to withhold all or part of the funds in a reserve for repayment of questionable Accounts or unless there is a default hereunder, to Borrower.

2.3. Provided that the Debtor complies with the requirements of Pre-Petition Loan Documents and that the Indebtedness does not exceed the Advance Formula, the Bank shall make discretionary Advances to the Debtor.

2.4 The Indebtedness, including all accrued but unpaid interest, is payable on demand. As incurred, Bank shall be entitled to recover all of its reasonable expenses as provided for under the Pre-Petition Loan Documents (“Bank Expenses”), incurred in connection with the Indebtedness, subject only to a final, non-appealable order that the fees and expenses incurred and paid were unreasonable. If requested, the Bank will provide the Debtor, the United States Trustee and a Committee if one is appointed, copies of all its legal invoices and a breakdown of the other Bank Expenses. All other terms and conditions of the Pre-Petition Loan Document shall remain effective.

### **SECTION 3: ADEQUATE PROTECTION**

3.1 To secure the DIP Indebtedness (which includes that amount advanced under the Interim Order if it becomes a final order), and as adequate protection for and to protect the Bank against any diminution in the value of the Pre-Petition Collateral, the Bank is hereby granted, pursuant to Section 364(c)(2) and 364(c)(3) of the Bankruptcy Code: (a) a first lien on the Debtor’s accounts; and (b) a lien on Debtor’s personal property other than accounts, whether now owned or hereafter acquired by Debtor, and all proceeds, rents or profits thereof, subject to all existing, valid prior liens (subsections (a) and (b) are collectively, the “DIP Collateral”). Any pre-petition security interest or lien on the Pre-Petition Collateral which is avoided or otherwise preserved for the benefit of Debtor’s estate under Section 551 or any other provisions of the Bankruptcy Code shall be subordinate to the security interests in favor of Bank on the DIP Collateral. **Notwithstanding anything contained herein to the contrary, this Interim Order does not afford Bank a security interest in any causes of action as set forth in Chapter 5 of the Bankruptcy Code.**

3.2 All liens and security interests in the DIP Collateral granted to Bank by this Interim Order are deemed duly perfected and recorded under all applicable laws as of the date hereof, and no notice, filing, mortgage recordation, possession, further order or act shall be required to effect or continue such perfection, although Bank may, in its sole discretion, and at

Debtor's expense, make any filings or recordations or other acts it deems appropriate with respect to such perfection.

3.3 In consideration of the Funding, Debtor hereby irrevocably waives and is barred from asserting or exercising any right, without (a) Bank's prior written consent, or (b) prior payment and satisfaction in full of the Indebtedness, to grant or impose, under Section 364 of the Bankruptcy Code or otherwise, senior or equal liens on or security interests in any DIP Collateral given to secure the DIP Indebtedness.

3.4 Nothing in this Interim Order constitutes Bank's consent to a Section 506(c) surcharge.

3.5 Through the Final Hearing (hereinafter defined), and thereafter if this Interim Order becomes a Final Order, all collections and proceeds of any Pre-Petition or DIP Collateral and all other cash or cash equivalents which shall at any time on or after the Petition Date come into the possession or control of Debtor, or to which Debtor shall become entitled to at any time ("Post-Petition Collections") shall be deposited or forwarded into the Lockbox Account with Bank and shall be applied to the Indebtedness. All banks in which any lockboxes and blocked accounts of Debtor exist are authorized and directed to comply with any request of Bank to turn over to Bank all funds therein, or collected after the Petition Date.

3.6 Debtor shall permit Bank and any authorized representatives designated by Bank, including auditors and appraisers engaged by Bank, reasonable access to visit and inspect any of the properties of Debtor during normal business hours and reasonable notice, to review Debtor's financial and accounting records, and to make copies and take extracts therefrom, and to discuss Debtor's affairs, finances and business with Debtor's officers, consultants, and accountants. Without limiting the generality of the foregoing, Debtor shall promptly provide to Bank and its designated representatives any information or data reasonably requested to monitor Debtor's compliance with the provisions of this Interim Order and to perform audits, appraisals or other valuation analyses of any personal property of Debtor.

3.7 Reserved.

3.8 All of Bank's rights are expressly reserved if no Final Order is entered. Except as otherwise specifically provided herein, Bank does not waive any rights it has pursuant to the Pre-Petition Loan Documents and Bank shall retain all rights available pursuant to the Bankruptcy Code or any other applicable law.

3.9 The Bank has no commitment to provide funding beyond: (i) the Bank's demand for repayment; (ii) the occurrence of an event of default; or (iii) the Termination Date (as hereinafter defined). Provided, however, the Debtor retains the right to seek to use cash collateral without the consent of the Bank pursuant to an order of this Court.

3.10 The rights and obligations of Debtor and the rights, claims, liens, security interests and priorities of Bank arising under this Interim Order are in addition to, and are not

intended as a waiver or substitution for, the rights, obligations, claims, liens, security interests and priorities granted by Debtor, as pre-petition debtor, under the Pre-Petition Loan Documents.

3.11 The provisions of this Interim Order shall be binding upon and inure to the benefit of Bank, Debtor and their respective successors and assigns, including any trustees of Debtor in Chapter 11 or Chapter 7.

3.12 If this case is dismissed, Bank's rights and remedies under this Interim Order shall remain in full force and effect.

3.13 Reserved.

3.14 This Court has considered and determined the matters addressed herein pursuant to its powers under the Bankruptcy Code, including the power to authorize Debtor to obtain credit on the terms and conditions upon which Debtor and the Bank have agreed. Thus, each of such terms and conditions constitutes a part of the authorization under Section 364 of the Bankruptcy Code, and is, therefore, subject to the protections contained in Section 364(e) of the Bankruptcy Code except as otherwise provided herein.

3.15 This Interim Order is set for further hearing (the "Final Hearing") before this Court at 9:30 a.m. EST on January 17, 2017 (the "Final Hearing Date"), at which time any party in interest may present any timely objection to the this Interim Order. Pending the final hearing, Debtor may borrow up to \$250,000.00, which is the amount necessary to avoid immediate and irreparable harm under Bankruptcy Rule 4001(c)(2). Bank shall have no obligations hereunder beyond the Final Hearing Date unless this Interim Order becomes a Final Order. Debtor shall serve a copy of this Interim Order, by regular mail by not later than the next business day after the entry of this Interim Order upon the U.S. Trustee's office, all creditors holding secured claims of record who have an interest in the cash collateral of the Debtor, the Committee (if there is one) and its counsel (if counsel has been retained) and the creditors holding the 20 largest unsecured claims (according to the list filed by Debtor pursuant to Bankruptcy Rule 1007(d)). The notice of entry of this Interim Order and the Final Hearing shall state that Claim Objections shall be in writing and shall be filed with the United States Bankruptcy Clerk for the Southern District of Ohio Eastern Division by January 13, 2017, which objections shall be served the same day on (i) John W. Kennedy, Counsel for the Debtor, Strip, Hoppers, Leithart, McGrath & Terlecky Co., LPA, 575 South Third Street, Columbus, OH 43215, jwk@columbuslawyer.net; and (ii) Thomas E. Coughlin, Esq., Counsel for Bank, Jaffe, Raitt, Heuer & Weiss, P.C., 27777 Franklin Road, Suite 2500, Southfield, MI 48034, tcoughlin@jaffelaw.com.

3.16 Debtor shall not, without Bank's prior written consent, seek to modify this Interim Order. Notwithstanding anything contained herein, if any provision of this Interim Order is hereafter modified, at the Final Hearing or otherwise, by final order of this or any other court, such modifications shall not affect the validity of any DIP Indebtedness outstanding or any right authorized hereby with respect to any such DIP Indebtedness. Without limiting the foregoing, if the Final Order is not entered in accordance with paragraph 3.15, the Debtor shall nonetheless be required to repay any DIP Indebtedness on demand.



3.17 The Debtor, at its expense, shall (a) continue to keep all collateral insured to its maximum insurable value against all loss, peril and hazard and name Bank as lender's loss payable under such policies; and (b) pay any and all post-petition taxes, assessment and governmental charges, except to the extent such are being contested in good faith by appropriate proceedings and Debtor maintains appropriate cash reserves for the expenses being contested, and provide Bank with proof of the foregoing within 3 days of payment. Copies of all federal tax returns, federal tax deposits and other payments made by Debtor during the pendency of this Interim Order shall be timely mailed to Bank.

#### **SECTION 4: COVENANTS AND REPORTING REQUIREMENTS**

4.1 The Debtor shall comply with all covenants and maintain all formulas contained in the Pre-Petition Loan Documents.

4.2 The Debtor will promptly give the Bank prior written notice of the occurrence of any event or any matter which has resulted or will result in a material adverse change in its business, assets, operations or financial condition.

4.3 Debtor shall deliver to the Bank concurrently with their filing, copies of each report filed with the Office of the United States Trustee if not also filed with the court.

#### **SECTION 5: DEFAULT, RIGHTS AND REMEDIES OF THE BANK AND SERVICE**

5.1 Each of the following events shall constitute an event of default (an "Event of Default") hereunder:

- (a) An order dismissing the case, converting the case to Chapter 7, appointing an examiner with expanded powers or a trustee, or terminating the authority of the Debtor to conduct business;
- (b) Failure of Debtor to make any payment when due;
- (c) There is a default (other than payments) by the Debtor under this Interim Order or the loan documents; or
- (d) The Debtor fails to make a payment then due and owing after demand by the Bank.

5.2 Upon the Termination Date (as hereinafter defined):

- (a) The entire Indebtedness remaining unpaid at the election of the Bank shall become due; and
- (b) The Debtor's authority to use cash collateral shall cease upon three business days' notice, and the Bank may file a motion for relief from the automatic stay upon five business days' notice, and the Debtor may file a motion for authority to use cash collateral which the Court will hear on an expedited basis.

“Termination Date” shall mean the earlier of an Event of Default or April 30, 2017. The Debtor and the Bank may agree to extend the Termination Date, provided, the Bank shall have no obligation to do so.

5.3 The Bank shall have no obligation to advance any funds to the Debtor unless and until:

- (a) The Debtor and Guarantor have executed such additional loan documents as the Bank may reasonably request; and
- (b) The Debtor and Guarantor have complied with all the terms and conditions of the Pre-Petition Loan Documents.

#### **SECTION 6: OTHER RIGHTS, OBLIGATIONS AND PROVISIONS**

6.1 Debtor is authorized and directed to perform all acts, and execute and comply with the terms of such other documents, instruments and agreements that Bank may reasonably require and/or which may otherwise be deemed necessary by Bank to effectuate the terms and conditions of this Interim Order, including, without limitation, such documents as the Bank may deem necessary to correct defects in title and like matters.

6.2 No delay or failure to exercise any right, power or remedy accruing to Bank upon breach or default by Debtor under this Interim Order or any document or agreement shall impair any such right, power or remedy of Bank nor shall it be construed to be a waiver of any such breach or default, nor of any breach or default theretofore or thereafter occurring, nor an acquiescence therein.

6.3 Consent to this Interim Order may be given by counterparts and/or facsimile signatures.

IT IS SO ORDERED.

Approvals and Acknowledgements relating to the Interim Order Authorizing Debtor to Obtain Secured Credit from and Providing Adequate Protection to Crestmark Bank:

**APPROVED AS TO FORM AND SUBSTANCE:**

JAFFE, RAITT, HEUER & WEISS  
Professional Corporation

STRIP, HOPPERS, LEITHART, MCGRATH  
& TERLECKY CO. LPA

/s/ Thomas E. Coughlin  
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Dated: January 6, 2017

Dated: January 6, 2017

ALLEN KUEHNLE STOVALL  
& NEUMAN LP

DANIEL M. MCDERMOTT  
United States Trustee  
Region 9

/s/ Richard K. Stovall  
Richard K. Stovall (0029978)  
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By: /s/ Pamela Arndt  
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Pamela.D.Arndt@usdog.gov

Dated: January 6, 2017

Dated: January 6, 2017

Each of the undersigned does hereby consent and agree to the foregoing, does hereby ratify and reaffirm his Guaranty of the Indebtedness, does hereby agree that such Guaranty shall remain in full force and effect in accordance with their terms, does hereby consent to the entry of this Interim Order, and does hereby agree that this Interim Order shall not in any way affect his liability under the Guaranty.

EACH GUARANTOR ACKNOWLEDGES AND AGREES THAT HE HAS FULLY READ AND COMPLETELY UNDERSTANDS THIS INTERIM ORDER AND VOLUNTARILY ENTERS INTO AND EXECUTES THIS DOCUMENT, AND FURTHER ACKNOWLEDGES THAT HE HAS BEEN REPRESENTED AND ADVISED OR WAS GIVEN THE OPPORTUNITY TO BE SO REPRESENTED AND ADVISED BY COUNSEL OF HIS CHOOSING WITH RESPECT TO HIS EXECUTION OF THIS DOCUMENT.

George C. Loeber  
Date: January 6, 2017

Thomas E. Hall  
Date: January 6, 2017