

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF KENTUCKY
LONDON DIVISION

IN RE: CHAPTER 11
LEE'S FORD DOCK, INC., *et al.* CASE NO. 12-60818
DEBTORS IN POSSESSION JOINTLY ADMINISTERED¹

THIRTEENTH ORDER FOR INTERIM USE OF CASH COLLATERAL

This matter having come before the Court upon the Expedited Motion for Interim Use of Cash Collateral and to Schedule Final Hearing [ECF No. 14²] (the "Motion") filed by Lee's Ford Dock, Inc., Hamilton Brokerage, LLC, Hamilton Capital, LLC, Lee's Ford Hotels, LLC, Lee's Ford Woods, LLC, and Top Shelf Marine Sales, Inc. (collectively, the "Debtors"), as debtors and debtors in possession; the Court having previously entered the first Order for Interim Use of Cash Collateral [ECF No. 61] (the "First Interim Order"), and the Second [ECF No. 92], Third [ECF No. 116], Fourth [ECF No. 120], Fifth [ECF No. 129], Sixth [ECF No. 137], Seventh [ECF No. 157], Eighth [ECF No. 167], Ninth [ECF No. 174], Tenth [ECF No. 189], Eleventh [ECF No. 198], and Twelfth [ECF No. 204] Orders for Interim Use of Cash Collateral (collectively, and together with the First Interim Order, the "Prior Interim Orders"); and no objections to final approval of the Use of Cash Collateral having been timely filed; the Debtors and the Cash Collateral Creditors representing to the

¹ The Debtors whose Chapter 11 cases are being jointly administered with the case of Lee's Ford Dock, Inc. are: Hamilton Brokerage, LLC (Case No. 12-60819), Hamilton Capital, LLC (Case No. 12-60820), Lee's Ford Woods, LLC (Case No. 12-60822), Lee's Ford Hotels, LLC (Case No. 12-60821), and Top Shelf Marine Sales, Inc. (Case No. 12-60823).

² This is the ECF number for the case of Lee's Ford Dock, Inc. Identical motions and First Interim Orders were filed in each of the other Debtors' bankruptcy cases.

Court that they are continuing to negotiate terms for a proposed final Order; and the Court having reviewed the record, and being otherwise sufficiently advised; and having considered same;

THE COURT HEREBY FINDS AND CONCLUDES THAT:

A. All findings of fact and conclusions of law set forth in the Prior Interim Orders continue to be accurate and are incorporated by reference, the same as if fully set forth herein. Good cause exists for extending the interim approval for use of Cash Collateral.

B. Based upon the foregoing findings and conclusions, and upon the Court's record, and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED AS FOLLOWS:

1. Subject to the other terms contained herein and in the Prior Interim Orders, the Debtors are hereby authorized to continue to use Cash Collateral³ only in accordance with the terms of said Orders and this Order from the Petition Date through Monday, June 10, 2013.

2. The Debtors may continue to use Cash Collateral during the period from May 11, 2013 through June 10, 2013 to pay those items designated in the budget attached hereto as Exhibit A and incorporated herein by reference (the "Budget"). For this extended interim period only, the Debtors may exceed the total amount of any particular line item amount designated on the Budget, so long as the Debtors do not exceed the line item by ten percent (10%); provided, however, that, due to its unpredictable nature, the Debtors may exceed the line items for "repairs and maintenance" by twenty percent (20%).

3. As adequate protection for the use of BB&T's Cash Collateral during the month of May 2013, the Debtors shall make a monthly adequate protection payment to BB&T in the amount of \$15,000.00, as set forth on the attached Budget, on or before the eighteenth (18th) day of May. As

with the Debtors' adequate protection payments for the months of July to December 2012 and January to April 2013, the Debtors' timely payment of this monthly adequate protection payment towards BB&T's senior lien shall serve to adequately protect the interests of the SBA's junior lien. The parties reserve all claims and arguments related to the entitlement and/or amount of adequate protection payments from June 11, 2013 forward.

4. All other terms of the Prior Interim Orders shall remain in full force and effect through June 10, 2013, except as specifically modified herein and in the attached Budget.

5. If the Debtors and the Cash Collateral Creditors are unable to reach an agreement as to the terms of such a final Order on or before June 10, 2013, then they may tender further Interim Orders; provided that if no such Interim Orders are tendered on or before June 10, 2013, this matter shall come on for final hearing on Friday, June 14, 2013 at 10:00 a.m. (ET), or as soon thereafter as counsel may be heard, before the United States Bankruptcy Court for the Eastern District of Kentucky, 100 East Vine Street, Third Floor, Lexington, Kentucky.

6. The Debtors shall serve a copy of this Thirteenth Interim Order by U.S. mail, email, the Court's ECF system, and/or facsimile within two (2) business days after entry of this Thirteenth Interim Order on: (i) the Cash Collateral Creditors; (ii) all parties on Master Service List No. 3 [ECF No. 127]; and (iii) the United States Trustee's Office.

7. On or before the expiration of fourteen (14) days from the entry of this Thirteenth Interim Order, any creditor or other interested party having any objection to this Thirteenth Interim Order shall file an objection with the Clerk of this Court and serve the objection upon: (a) DelCotto Law Group PLLC, Attn: Laura Day DelCotto, Esq. and Amelia Martin Adams, Esq., 200 North Upper Street, Lexington, Kentucky 40507, counsel to the Debtors; (b) the Office of the United States

³ All capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

Trustee; and (c) any party that has filed a notice of appearance in these Chapter 11 cases. In the event that no objections are filed, or if any such objections are not advocated at a subsequent hearing, then this Thirteenth Interim Order shall continue in full force and effect and shall be deemed a Final Order as to use of cash collateral without further notice or hearing in accordance with Fed. R. Bankr. P. 4001(d)(3).

Tendered by:

DELCOTTO LAW GROUP PLLC

/s/ Amelia Martin Adams, Esq.
KY Bar No. 93038
Laura Day DelCotto, Esq.
KY Bar No. 81763
200 North Upper Street
Lexington, KY 40507
Telephone: (859) 231-5800
Facsimile: (859) 281-1179
aadams@dlgfirm.com
ldelcotto@dlgfirm.com
COUNSEL FOR DEBTORS
AND DEBTORS IN POSSESSION

HAVE SEEN AND AGREED TO:

FROST BROWN TODD LLC

/s/ Martin B. Tucker, Esq.
250 W. Main Street, Suite 2800
Lexington, KY 40507-1749
Telephone: (859) 231-0000
Facsimile: (859) 231-0011
mtucker@fbtlaw.com
COUNSEL FOR BRANCH
BANKING & TRUST COMPANY

Pursuant to KYEB LBR 9022-1(b), tendering counsel shall cause a copy of this Order to be served on all non-ECF parties entitled to notice and shall file a certificate of service stating the names, manner and date of service within 7 days of the entry hereof.

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EXHIBIT A

Lee's Ford Dock, Inc., et al.
Combined Cash Collateral Budget - May 11, 2013 to June 10, 2013

Beginning Cash Balance		\$658,906
Income		
Top Shelf Boat Sales		\$0
Lodging Rentals		\$8,936
Marina Slip Rentals		\$4,383
Parts and Service		\$1,094
Restaurant Sales		\$124,725
Ship Store Sales and Rentals		\$132,816
Total Income		\$271,954
Expenses		
Cost of Goods Sold		\$141,233
Gross Wages		\$146,254
Contract Labor		\$2,330
Payroll Taxes & Benefits		\$17,550
Credit Card Processing & Bank Fees		\$17,517
Coupons & Discounts		\$4,280
Customer Relations		\$7,820
Repairs & Maintenance (General)		\$70,800
Repairs & Maintenance (Hotel)		\$1,000
Accounting Fees (not paid in prior budget)		\$18,000
Legal Fees		\$22,100
Insurance		\$65,000
Adequate Protection Payments to BB&T		\$15,000
Miscellaneous Marina Costs		\$7,697
Property Taxes		\$6,978
Rent to U.S. Army Corps of Engineers		\$19,632
Supplies (Ship's Store & Marina)		\$6,810
Supplies (Restaurant)		\$14,134
Telephone		\$2,778
Electric		\$23,764
(Less: Billed Electric for Slip Customers)		-\$11,801
Gas		\$3,500
Internet		\$500
Waste Removal		\$5,482
Water		\$3,500
U.S. Trustee Fees		\$3,250
Total Expenses		\$615,108
Ending Cash Balance		\$315,753

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**The affixing of this Court's electronic seal below is proof this document has been signed by the Judge and electronically entered by the Clerk in the official record of this case.**



**Signed By:**  
Tracey N. Wise  
**Bankruptcy Judge**  
**Dated: Wednesday, May 15, 2013**  
**(tnw)**