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5 Phoenix, Arizona 85012
6 (602) 264-4550
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8 Attorney for Debtor

9 IN THE UNITED STATES BANKRUPTCY COURT
10 IN AND FOR THE DISTRICT OF ARIZONA

11 In Re) In Proceedings Under
12 LEGENDS COLLISION, LLC) Chapter 11
13)
14) Case No. 2-16-bk-12658 BKM
15 Debtor.) EMERGENCY MOTION OF THE
16) DEBTOR FOR INTERIM ORDER TO
17) UTILIZE CASH COLLATERAL
18) PURSUANT TO 11 U.S.C. §363
19)

20 Pursuant to 11 U.S.C. §363 of the Bankruptcy Code, Legends Collision, LLC,
21 (“Legends Collision” or “Debtor”), on an emergency basis, pursuant to §§105(a), 361,
22 and 363, of the United States Bankruptcy Code herewith seek this Court’s Interim Order
23 authorizing Legends Collision to use certain cash and cash equivalents (the “Cash”) in
24 which various entities have claimed or may have claimed an interest in to pay essential
25 post-petition operating expenses and for certain emergency expenses whenever incurred.

26 This Motion seeks relief from the Court for Debtor to use the Cash to pay
27 vendors, salaries, wages, professionals and all other expenses necessary to the
28 operations of its businesses. The relief sought is essential to facilitate the ongoing
operations of the Debtor. Since denial of such relief could essentially force the Debtor

1 into proceedings under Chapter 7, extraordinary circumstances exist that justify the
2 relief sought.

3 This Motion is supported by the following Memorandum of Points and
4 Authorities and the entire record before this Court.
5

6 JURISDICTION AND VENUE

7 1. This Court has jurisdiction over this case and this matter pursuant to 28
8 U.S.C. §§157 and 1334. This a core proceeding within the meaning of 28 U.S.C.
9 §157(b)(2)(A). Venue is proper in this district pursuant to 28 U.S.C. §1409(a).
10

11 2. This Motion is brought pursuant to 11 U.S.C. §§105, 361 and 363 and
12 Rule 4001-3, Fed.R.Bankr.Proc.

13 PROCEDURAL BACKGROUND

14 3. On November 3, 2016, (the "Petition Date"), Legends Collision filed its
15 voluntary petition for reorganization relief under Chapter 11 of Title 11 of the United
16 States Bankruptcy Code.
17

18 4. The Debtor is operating its business and managing its properties as
19 debtor-in-possession pursuant to 1107(a) and 1108 of the Bankruptcy Code.
20

21 5. The Debtor owns and operates an auto collision body shop and auto
22 repair company.

23 6. Pursuant to the public records of the Arizona Secretary of State, First
24 International Bank and Trust holds a first lien, recorded UCC-1, upon those assets
25 described in **Exhibit "1"** attached hereto.
26

27 7. Pursuant to the public records of the Maricopa County Recorder's Office,
28

1 there appears to be a second position recorded UCC-1, recorded on August 22, 2016,
2 upon those assets described in **Exhibit “2”** attached hereto. The UCC-1 does not reflect
3 the identity of the holder of the claim, however, upon information and belief the holder
4 is Nextwave Funding. The Debtor’s counsel has not had sufficient time to determine the
5 validity, priority, enforceability, and/or extent of what appears to be a preferential and
6 voidable lien, recorded within the ninety days prior to the filing of the Chapter 11
7 proceeding.
8
9

10 LEGAL ARGUMENT

11 The Debtor proposes to use purported cash collateral, cash, deposit accounts,
12 inventory, accounts receivables, etc., to allow it to continue the business operations
13 during the course of this reorganization.
14

15 Pursuant to 11 U.S.C. § 363(c)(2), the Bankruptcy Code permits the use of cash
16 collateral only upon consent of the party claiming an interest in the cash collateral or
17 with court authority after a notice and a hearing. Section 363(c)(3) conditions the use of
18 cash collateral on the debtor providing adequate protection of the interest at stake.

19 Where adequate protection is required, it must protect a secured entity against any use of
20 collateral that results in a decrease in the value of such entity’s interest in such
21 collateral. See *United Savs. Ass’n Timers of In-wood Forest Ass’n Ltd.*, 44 U.S. 365,
22 369-73, 108 S.Ct. 626 (1988). The Debtor is willing to grant First International Bank
23 and Trust, and to the extent appropriate, Nextwave Funding, post-petition replacement
24 liens, in the same order of priority, in such cash collateral as adequate protection.
25

26 Pursuant to 11 U.S.C. §361, adequate protection may be provided by a replacement lien.

27 *In re Center Wholesale, Inc.*, 759 F.2d 1440, 1450 (9th Cir. 1985); *In re Swedeland Dev.*
28

1 *Group, Inc.*, 16 F.3d 552, 564 (3d Cir. 1994); *In re Beeker Industries Corp.*, 58 B.R.
2 725, Bankr. S.D.N.Y. 1986). Granting replacement liens on inventory or accounts
3 generated by the Debtor's use of the cash collateral is a common method of providing
4 adequate protection. *In re Wrecclesham Grande, Inc.*, 221 B.R. 978, 981 (Bankr.N.D.
5 Florida, 1997); *In re Barkley AAA Investors, Ltd.*, 175 B.R. 755 (Bankr.D.Kansas 1994).
6
7 By granting First International Bank and Trust as well as Nextwave Funding (if
8 appropriate) a replacement lien, the Debtor will be providing adequate protection of the
9 lenders' claimed security interest thus allowing for the authorization of the use of cash
10 collateral in accordance with the requirements of the Bankruptcy Code.

12 First International Bank and Trust as well as Nextwave Funding (if appropriate)
13 are further adequately protected by the Debtor's continuation and preservation of the
14 going concern value of the business and the non-cash collateral (equipment etc.) as
15 reflected in **Exhibit "1" and Exhibit "2"**. See *In re Erie Hilton Joint Venture*, 125 B.R.
16 140, 149 (Bank.W.D.Pa. 1991) ("Preservation of the going-concern value of the
17 business can constitute a benefit to the secured creditor").

19 The Debtor further contends that the estate holds **otherwise unencumbered**
20 assets valued at approximately \$423,516.28 at fair market value. A summary of the
21 Debtor's assets and debts, with estimate values per the Debtor's business judgment are
22 set forth in the Schedules (Docket No. 1) and incorporated herein.

24 Although First International Bank and Trust and/or Nextwave Funding (if
25 applicable) may object to the Debtor's use of the Cash, Debtor contends these lenders'
26 interests are significantly protected by allowing the Debtor to continue to operate the
27 business and to protect and preserve the value of its assets.

1 **PROPOSED RELIEF**

2 The Debtor must be permitted to use the cash collateral to pay essential post-
3 petition operating expenses, including payroll, payroll taxes, leases, mortgage,
4 insurance, utilities and vendors, that are imminently pending. The Debtor has attached
5 to this Motion as **Exhibit “3”** a proposed budget (“Budget”), which is incorporated by
6 this reference. The Budget provides a window into the Debtor’s operations, expenses,
7 and expected income for a period through December 15, 2016. The business will
8 operate profitably and increase the going-concern value of the business if the Debtor is
9 permitted to use the cash collateral. Absent authority to pay these essential post-petition
10 operating expenses, the Debtor will be unable to maintain essential services necessary to
11 continue operating post-petition. If the Debtor is forced to completely cease their
12 operations, value estate assets will be placed at substantial risk and the estate will suffer
13 irreparable harm. Moreover, the Debtor will lose the opportunity to successfully
14 reorganize and to maintain their going concern value. The Proposed Relief will expire
15 at the close of business on December 15, 2016, unless extended by written consent of
16 First International Bank and Trust and, if appropriate, Nextwave Funding or by further
17 Order of this Court. It is anticipated that a Plan of Reorganization will be filed within
18 the exclusivity period.

19 **CONCLUSION**


20 WHEREFORE, based on the foregoing, the Debtor respectfully request that the
21 Court enter an Order:

22 A. Granting this Emergency Motion on an interim basis as provided in the
23 form of Interim Order attached hereto as **Exhibit “4”**.

- 1 B. Approving the Debtor's use of cash as described herein and in
2 accordance with the Budget;
3 C. Setting a final hearing on the Motion as soon as possible; and
4 D. Granting such additional and further relief as is necessary and appropriate
5 under the circumstances of this case.
6

7 DATED this 18 day of November, 2016.

8 ALLAN D. NEWDELMAN, P.C.

9 
10 /s/ RJS 011993

11 Roberta J. Sunkin, Esq.

12 Copy of the foregoing mailed this
13 18th day of November, 2016, to:

14 U. S. Trustee's Office
15 230 N. First Avenue
16 Suite 204
17 Phoenix, Arizona 85003

18 Nat Clarkson, Esq.
19 ANDERSON BANTA CLARKSON, PLLC
20 48 North MacDonald
21 Mesa, AZ 85201
22 nclarkson@abclawgroup.com
23 Attorney for First International Bank & Trust

24 Nextwave Funding
25 c/o Corporation Service Company
26 P.O. Box 2576
27 Springfield, IL 62708
28 UCCSPREP@cscinfo.com

Nextwave Funding
5757 Blue Lagoon Drive
Suite 170
Miami, FL 33126
Fax No. 844-263-4570

28 
By /s/ RJ Sunkin

EXHIBIT “1”

ARIZONA
SECRETARY OF STATE
03/03/16 10:25
FILED

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) LOAN OPS 701-837-1600
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1b blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME LEGENDS COLLISION LLC	FIRST PERSONAL NAME			ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME			ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1260 N BRENTWOOD PLACE	CITY CHANDLER	STATE AZ	POSTAL CODE 85224	COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME	FIRST PERSONAL NAME			ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME			ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	

3. SECURED PARTY'S NAME: (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) Provide only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME FIRST INTERNATIONAL BANK & TRUST	FIRST PERSONAL NAME			ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME			ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 7900 E RAINTREE DR	CITY SCOTTSDALE	STATE AZ	POSTAL CODE 85260	COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral: **All present and future right, title and interest in and to any and all personal property of the Debtor, whether such property is now existing or hereafter created, acquired or arising and wherever located from time to time, including without limitation, the following categories of property: goods (including inventory, equipment, fixtures, farm products and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter-of-credit is evidenced by a writing), commercial tort claims described as follows: ALL BUSINESS ASSETS NO OWNED OR PURCHASED THEREAFTER, securities and all other investment property, general intangibles (including payment intangibles and software), all supporting obligations and all proceeds, products, additions, accessions, substitutions and... (Continued)**

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, Item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public Finance Transaction Manufactured Home Transaction A Debtor is a Transmitting Utility Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignor/Consignee Seller/Buyer Bailor/Borrower Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME
LEGENDS COLLISION LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c:

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral): replacements of the foregoing property.

Any term used herein is as defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction.

This financing statement covers, and is intended to cover, all personal property of the Debtor.

13. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT: covers timber to be cut covers as-extracted collateral is filed as a fixture filing


15. Name and address of a RECORD OWNER of real estate described in item 14 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

EXHIBIT “2”

Recorded Document Search Detail

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Recording Information

Name(s)	Document Code(s)
CORPORATION SERVICE COMPANY LEGENDS COLLISION L L C	FIN STATE

Recording Date/Time	Recording Number	Pages
8/22/2016 9:36:22 AM	20160599123	<u>3</u>

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Viewing Options

- PNG - Select to view one page at a time
- PDF - Select to view all the pages

Unofficial 20 Document

27
Yo.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 1190 69668 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: Arizona (Maricopa)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME LEGENDS COLLISION, L.L.C.					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS	445 W MCKELLIPS RD	CITY MESA	STATE AZ	POSTAL CODE 85201	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CORPORATION SERVICE COMPANY, AS REPRESENTATIVE					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS	P.O. BOX 2576 UCCSPREP@cscinfo.com	CITY Springfield	STATE IL	POSTAL CODE 62708	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

(a) a specified percentage of [Insert Merchant's Name]'s (hereinafter "Merchant") rights to receive payments from Merchant's customers or other third parties (whether by any type of payment card, cash, check, electronic fund transfer or other form of monetary payment) that arise out of Merchant's sale of goods or services to Merchant's customers at any location in the ordinary course of Merchant's business within a specified time period and (b) all personal property of Merchant that relates to item (a) above, including all accounts, chattel paper, documents, equipment, general intangibles, instruments, inventory (as those terms are defined in Article 9 of the Uniform Commercial Code ("UCC") in effect from time-to-time in the State of Florida), trademarks, trade names, service marks, logos and other sources of business identifiers, and all registrations, recordings, and applications with the U.S. Patent and Trademark Office and all renewals, reissues and extensions thereof (collectively "IP"), together with any written agreement granting any right to use any IP; and (c) all proceeds with respect to the items described in (a) and (b) above, as the term "proceeds" is defined in Article 9 of the UCC.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

1190 69668

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME LEGENDS COLLISION, L.L.C.	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME					
OR					
10b. INDIVIDUAL'S SURNAME					
INDIVIDUAL'S FIRST PERSONAL NAME					
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX	
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

Unofficial Document

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

Merchant has contractually agreed not to enter into any arrangement, agreement or commitment that relates to or involves the collateral, whether in the form of an actual or attempted sale or purchase of, security interest in or sale or purchase of credits against the collateral with any party other than the Secured Party. Accordingly, the acceptance of any security interest in the collateral by anyone other than the Secured Party may constitute the tortious interference with the Secured Party's agreement with Merchant. Additionally, if Merchant takes additional financing, working capital or a loan that relates to or involves the collateral as described above from any person other than the Secured Party,

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

	9a. ORGANIZATION'S NAME	LEGENDS COLLISION, L.L.C.		
OR	9b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME			
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

	10a. ORGANIZATION'S NAME				
OR	10b. INDIVIDUAL'S SURNAME				
	INDIVIDUAL'S FIRST PERSONAL NAME				
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX			
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
<small>Unofficial Document</small>					

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

	11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
	11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			CITY	STATE	POSTAL CODE

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):
 Merchant shall be in default of Merchant's agreement with the Secured Party and the third party likewise may be liable to the Secured Party for tortious interference with the Secured Party's agreement with Merchant. In the event that any person is granted a security interest in the collateral contrary to Merchant agreement with the Secured Party or takes any other action causing Merchant to be in default of that agreement, the Secured Party may assert a claim to the collateral and any proceeds thereof received by such person and pursue any other remedies available under the law.

13. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

EXHIBIT “3”

BILLS FOR LEGENDS THRU DECEMBER 15TH

SAN TAN HYUNDAI	\$6794.78	PARTS
KEYSTONE AUTOMOTIVE	\$6574.27	PARTS
AIRPARK DODGE	\$4973.52	PARTS
LEADING EDGE	\$15,0000	PAINT/BODY MATERIALS
TIRE PARTNERS	\$832.98	PARTS
AETNA	\$2035.43	MED/DENTAL INSURANCE
O'REILLYS	\$1500.00	PARTS/SUPPLIES
LKQ	\$4087.13	PARTS
AM TRUST	\$2400.00	SHOP INS/WORKMANS COMP
SANDERSON FORD	\$5721.71	PARTS
SHOWCASE HONDA	\$8575.95	PARTS
REPUBLIC SERVICE	\$500.00	TRASH
SANDS CHEVROLET	\$9555.76	PARTS
MARK KIA	\$4704.26	PARTS
DENT WIZARD	\$270.00	PARTS
CITY OF TEMPE	\$840.30	WATER
MINI OF TEMPE	\$601.09	PARTS
MAGIC BUS	\$200.00	SUBLET
PERFORMANCE RADIATOR	\$487.07	PARTS
BENSON SYSTEMS	\$1529.80	ALARM SYSTEM
PHX RACK AND AXLE	\$89.95	SUBLET
COULTER INFINITI	\$74.04	PARTS

MARK MITSUBISHI	\$883.87	PARTS
ABC NISSAN	\$5416.55	PARTS
ALL COPY PRODUCTS	\$854.12	COPIER LEASE
AZ AUTO PARTS	\$1750.00	PARTS
AZLAN COMPUTERS	\$681.53	IT GUY
CINTAS	\$278.82	FIRST AID/EYE WASH
CIMMARON	\$6165.78	EQUIP LEASE
COX	\$860.38	PHONES/INTERNET
CCC	\$3089.48	ESTIMATING SYSTEM
COLLING MEDIA	\$20,0000	ADVERTISING
ENTERPRISE	\$7891.58	RENTAL CARS
DENALI	\$45356.76	RENT
FORD MOTOR CREDIT	\$1120.83	JON'S TRUCK
LCA	\$5146.68	EQUIP LEASE
SRP	\$2216.96	ELECTRICITY
SPRINT	\$700.00	PHONES
SALES TAX OCT.	\$7062.35	TAXES
QUIK PIK	\$6000.00	TOW INS
PAYROLL	\$70,0000	AFTER DEDUCTIONS
PAYROLL TAXES	\$24,0000	PAYROLL TAXES
ADMINISTRATIVE FEES	\$5000.00	ATTORNEY (BK)
BIG TWO TOYOTA	\$4715.57	PARTS
HERTZ	\$1483.23	RENTAL CARS
MIDAS	\$60.00	SUBLET

BEAVER STRIPES

\$1651.00

DETAIL SUPPLIES

EXHIBIT “4”

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

In re)	In Proceeding Under
)	Chapter 11
)	
LEGENDS COLLISION, LLC)	Case No. 2-16-bk-12658 BKM
)	
Debtors.)	ORDER GRANTING EMERGENCY
)	MOTION FOR INTERIM USE OF
)	CASH COLLATERAL

This matter comes before the Court on the Debtor's Motion for an Order Authorizing the Use of Cash Collateral. The Court noting that no objections were filed and the Court being otherwise sufficiently advised;

IT IS HEREBY ORDERED that the Debtor's Motion is GRANTED and the Debtor may use the cash collateral as set forth in its Motion to pay certain expenses set forth in Exhibit "3". First International Bank and Trust, and, to the extent applicable, Nextwave Funding, shall be granted replacement liens, in the order of their priority, in post petition assets.

SIGNED AND DATED ABOVE.