

ORDERED.

Dated: January 19, 2018



Catherine Peek McEwen
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION
www.flmb.uscourts.gov

In re:

Chapter 11

MOORINGS REGENCY, LLC,
GRIFFIN REGENCY, LLC,
NJO REGENCY, LLC,

Case No. 8:17-bk-04920-CPM
Case No. 8:17-bk-04921-CPM
Case No. 8:17-bk-04922-CPM

Debtors.

(Jointly Administered under Case No. 8:17-bk-04920)

**FOURTH INTERIM ORDER PURSUANT TO SECTION 363 OF THE
BANKRUPTCY CODE AUTHORIZING USE OF CASH COLLATERAL**

These cases came on for a continued hearing on January 16, 2018, upon the *Debtor's Motion for Authority To Use Cash Collateral* (Doc. 5 - the "Motion") and the Limited Objection thereto (Doc. 23) filed by secured creditor, Wells Fargo Bank, N.A., as Trustee for Morgan Stanley Capital I, Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-IQ12 (the "Secured Creditor"). The Court finds that it is appropriate to authorize the use of cash collateral on an interim basis on certain terms and conditions. For the reasons stated orally and recorded in open court, it is -

ORDERED as follows:

1. The Motion is granted as set forth herein.

2. Cash Collateral Authorization. Subject to the provisions of this Order, the Debtors are authorized to use cash collateral on a preliminary basis only to pay: (a) amounts expressly authorized by this Court, including payments to the United States Trustee for quarterly fees; (b) the current and necessary operating expenses set forth in the Cash Budget attached to the Third Interim Order (Doc. 102) as Exhibit A, plus an amount not to exceed ten percent (10%) for each line item; and (c) such additional amounts as may be expressly approved in writing by the Secured Creditor. This authorization will continue through the conclusion of the confirmation hearing on the plans filed by the Debtors and the Secured Creditor. However, expenditures in excess of the line items in the budget or not on the budget will not be deemed to be unauthorized use of cash collateral, unless the recipient cannot establish that the expense would be entitled to administrative expense priority if the recipient had extended credit for the expenditure. Expenditures in excess of the line items in the budget or not on the budget may, nonetheless, give rise to remedies in favor of the Secured Creditor.

3. Debtor Obligations. Debtors shall timely perform all obligations of a debtor-in-possession required by the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and the orders of this Court, including the filing of any required small business filings and tax returns and the establishment of one or more debtor-in-possession bank accounts (the “DIP Account”). All revenues of the Debtors and all cash collateral shall be deposited into the DIP Account and properly accounted for on debtor-in-possession reports (“DIP Report”).

4. Access to Records and Premises. Upon reasonable notice, and provided that it does not unreasonably interfere with the business of Debtors, Debtors shall grant the Secured Creditor access to all of the Debtors’ business records and all premises for the purpose of

inspection. The Debtors shall provide copies of any requested documents within seven days of any request by Secured Creditor or its counsel.

5. Replacement Lien. Secured Creditor shall have a perfected post-petition lien against cash collateral to the same extent and with the same validity and priority as the prepetition lien, without the need to file or execute any document as may otherwise be required under applicable non-bankruptcy law.

6. Insurance. Debtors shall maintain insurance coverages for all collateral in accordance with the obligations under the loan and security documents with the Secured Creditor and the guidelines of the Office of the United States Trustee, and shall provide proof of insurance to the Secured Creditor **within seven (7) days of any written request**. The Debtors are authorized to pay any amounts necessary to pay the annual insurance premium(s) for the applicable property.

7. Without Prejudice. This Order is without prejudice to: (a) any subsequent request by a party in interest for modified adequate protection or restrictions on use of cash collateral, including restrictions on insider compensation; or (b) any other right or remedy which may be available to the Secured Creditor or the Debtors.

8. Creditors Committee. The provisions of this Order are without prejudice to the rights of the United States Trustee to appoint a committee or any rights of a duly appointed committee to challenge the validity, priority or extent of any lien(s) asserted against cash collateral.

9. Enforcement. The Court shall retain jurisdiction to enforce the terms of this Order.

10. Additional Provisions:

a) On or before the twenty-first (21st) day of each month, the Debtor shall provide a copy of any DIP or “Operating” Report and all attachments, including bank statements, to Secured Creditor unless the 21st falls on a weekend, in which case the deadline shall be the first work day following the 21st.

b) The Debtors shall continue to deposit into a segregated DIP account the sum of \$29,250/month for 2018 real estate taxes, which amounts may not be withdrawn absent written consent of the Secured Creditor or an order of this Court.

c) Commencing February 1, 2018, and continuing on the first day of each month thereafter, the Debtors shall pay to the Secured Creditor the sum of \$30,000. The application of such payments to the indebtedness shall be determined in connection with any valuation determination or confirmation.

d) If the Debtor defaults in any requirements of this Order, Secured Creditor shall give telephonic notice of default to Debtors’ counsel. If such default is not cured within three (3) days, Secured Creditor shall be entitled to seek expedited relief from the Court.

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Attorney Michael C. Markham, Esquire, is directed to serve a copy of this Order on interested parties and file a proof of service within 3 days of entry of the order.

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