


SO ORDERED




THOMAS J. CATLIOTA
U.S. BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(GREENBELT DIVISION)

IN RE:

*

MOUNT JOY BAPTIST CHURCH OF
WASHINGTON, D.C.

*

Case No. 19-11707-TJC

*

Chapter 11

* * * * *

**CONSENT ORDER AUTHORIZING DEBTOR'S
INTERIM USE OF CASH COLLATERAL**

Mount Joy Baptist Church of Washington, D.C. (the “**Debtor**”) and National Loan Acquisitions Company (“**NLAC**”), by their respective undersigned counsel, hereby enter into this *Consent Order Authorizing Debtor’s Interim Use of Cash Collateral* (the “**Order**”), and hereby STIPULATE AND AGREE as follows:

Background

A. On February 8, 2019 (the “**Petition Date**”), the Debtor commenced this Chapter 11 case (the “**Chapter 11 Case**”) by filing a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the “**Bankruptcy Code**”)

in the United States Bankruptcy Court for the District of Maryland (Greenbelt Division) (the “Court”).

B. The Debtor continues to operate its business and manage its properties as a debtor in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No trustee has been appointed in this Chapter 11 Case.

C. As of the date of this Order, the Office of the United States Trustee has not appointed an Official Committee of Unsecured Creditors in this case.

D. The Debtor is a District of Columbia corporation which owns and operates a commercial property in Prince George’s County, Maryland.

The Prepetition Secured Loans

E. Prior to the Petition Date, SunTrust Bank extended a \$1,300,000.00 commercial Loan (the “**\$1,300,000.00 Loan**”) to the Debtor, as evidenced by, among other things, a \$1,300,000.00 Commercial Term Note dated May 9, 2014 executed and delivered by the Debtor to the order of SunTrust Bank, as modified by a Forbearance Agreement, dated January 6, 2016, by and between the Debtor and SunTrust Bank and as assigned to NLAC pursuant to an Allonge, dated September 14, 2018, executed by SunTrust Bank and delivered to NLAC. (collectively, the “**\$1,300,000.00 Note**”).

F. Prior to the Petition Date, SunTrust Bank also extended a \$200,000.00 commercial Loan (the “**\$200,000.00 Loan**”) to the Debtor, as evidenced by, among other things, a \$200,000.00 Commercial Term Note dated September 9, 2014 executed and delivered by the Debtor to the order of SunTrust Bank, as modified by a Forbearance Agreement, dated January 6, 2016, by and between the Debtor and SunTrust Bank and as assigned to NLAC pursuant to an

Allonge, dated September 14, 2018, executed by SunTrust Bank and delivered to NLAC (collectively, the “**\$200,000.00 Note**”).

G. The \$1,300,000.00 Loan and the \$200,000.00 Loan are collectively referred to herein as the “**Loans.**” The \$1,300,000.00 Note and the \$200,000.00 Note are collectively referred to herein as the “**Notes.**”

H. The indebtedness and obligations owed by the Debtor under the Loans and the Notes are secured by first-priority duly perfected liens and security interests in, to and against certain real property and other assets of the Debtor pursuant to and as more particularly described in, among other things:

(i) a Credit Line Deed of Trust, dated May 9, 2014, from the Debtor to the Trustees named therein for the benefit of SunTrust Bank and recorded among the Land Records of Prince George’s County, Maryland (“**Land Records**”) in Liber 35995, Folio 147, as amended and restated by an Amended and Restated Credit Line Deed of Trust, dated September 9, 2014, from the Debtor to the Trustees named therein for the benefit of SunTrust Bank and recorded among the Land Records in Liber 36408, 001, as further amended and restated by a Second Amended and Restated Credit Line Deed of Trust, dated January 6, 2017, from the Debtor to the Trustees named therein for the benefit of SunTrust Bank and recorded among the Land Records at Liber 39125, Folio 294 and as assigned to NLAC pursuant to the following assignments: (i) an Assignment of Credit Line Deed of Trust, dated October 4, 2018, executed by SunTrust Bank and delivered to NLAC and recorded among the Land Records at Liber 41392, Folio 155, (ii) an Assignment of Amended and Restated Credit Line Deed of Trust, dated October 4, 2018, executed by SunTrust Bank and delivered to NLAC and recorded among the Land

Records at Liber 41392, Folio157, and (iii) an Assignment of Second Amended and Restated Credit Line Deed of Trust, dated October 4, 2018, executed by SunTrust Bank and delivered to NLAC and recorded among the Land Records at Liber 41392, Folio 159 (collectively, the “**Deed of Trust**”); and,

(ii) an Assignment of Rents, Profits and Leases, dated May 9, 2014, executed and delivered by the Debtor in favor of SunTrust Bank, and recorded among the Land Records at Liber 35995, Folio 158, and an Assignment of Rents, Profits and Leases, dated September 9, 2014, executed by the Debtor in favor of SunTrust Bank, and recorded among the aforesaid Land Records at Liber 36408, Folio 012, as assigned to NLAC pursuant to the following assignments: (i) an Assignment of Assignment of Rents, Profits and Leases, dated October 4, 2018, executed by SunTrust Bank and delivered to NLAC and recorded among the Land Records at Liber 41475, Folio 208, and (ii) an Assignment of Rents, Profits and Leases, dated October 4, 2018, executed by SunTrust Bank and delivered to NLAC and recorded among the Land Records at Liber 41475, Folio 210 (collectively, the “**Assignment of Rents**”);

I. The Notes, the Deed of Trust, the Assignment of Rents all other documents evidencing, securing, guarantying or otherwise documenting the indebtedness and obligations owed under the Loan, and all other documents relating thereto and/or executed in connection therewith, are hereafter collectively referred to as the “**Loan Documents**”.

Confirmation of Prepetition Collateral

J. All indebtedness and obligations owed by the Debtor under the Loan Documents (including, all principal, accrued and unpaid interest, default interest, late charges, taxes,

appraisal fees, attorneys' fees and expenses, and all other sums now or hereafter due or payable to NLAC under the Loan Documents), are secured by, *inter alia*,:

(i) a first-priority duly perfected deed of trust lien and security interest in, to and against certain real property owned by the Debtor generally known as 5410 Indian Head Highway, Oxon Hill, Maryland 20775 (the "Property") and all products and proceeds of any of the Property pursuant to and as more particularly described in the Deed of Trust; and

(ii) first-priority duly perfected liens in and assignments of the Debtor's right, title and interest in and to, *inter alia*: (a) all present and future leases and other agreements relating to the Property (collectively, the "**Leases**"); and (b) all rents, security deposits and other sums now or hereafter due or payable to the Debtor as a result of or in connection with the Leases or the Property (collectively, the "**Rents**"), pursuant to and as more particularly described in the Assignment of Rents; and

K. The Property, the Leases, the Rents, and all other assets that serve as security for the indebtedness owed to NLAC under the Loan Documents are hereafter collectively referred to as the "**Prepetition Collateral**".

L. NLAC is: (a) the current owner and holder of the Loans and the Loan Documents; (b) the owner and holder of all liens and security interests against the Prepetition Collateral securing the Loans; (c) entitled to collect all indebtedness owed under the Loans and the Loan Documents from the Debtor; and (d) entitled to exercise and enforce all available rights and remedies under the Loan Documents and applicable law with respect to the Debtor and the Prepetition Collateral.

Confirmation of Indebtedness and Prepetition Liens

M. As of February 8, 2019, the Petition Date, the indebtedness owed by the Debtor to NLAC under Loan Documents, without defense, counterclaim or offset of any kind, was as follows:

	<u>Loan #xxx81</u>	<u>Loan #xxx82</u>	<u>Total</u>
Principal Balance	1,289,594.37	201,354.88	1,490,949.25
Accrued Interest	39,493.83	7,662.67	47,156.50
Default Interest	30,806.98	5,839.29	36,646.27
Unpaid Late Charges	2,546.32	598.77	3,145.09
Legal Fees & Expenses 2/8/19	16,820.27	-	16,820.27
Processing Fee	150.00	150.00	300.00
Total Due 2/8/19	\$1,379,411.77	\$215,605.61	\$1,595,017.38

(collectively, the “**Indebtedness**”).

N. The Debtor hereby acknowledges, ratifies and confirms that:

(i) all of the Indebtedness evidenced by the Loan Documents is due and owing, is a legal, binding and enforceable obligation of the Debtor (and any non-debtor guarantors thereof), is not subject to any offset, defense, claim, counterclaim or any other diminution of any type, kind or nature whatsoever, and is not subject to avoidance, disallowance, reduction or subordination pursuant to applicable state or federal laws (including the Bankruptcy Code);

(ii) all of the Loan Documents are valid and enforceable against the Debtor in accordance with their terms, are not subject to any offset, defense, claim, counterclaim or any other diminution of any type, kind or nature whatsoever, and are not subject to avoidance, disallowance, reduction or subordination pursuant to applicable state or federal laws (including the Bankruptcy Code).

(iii) NLAC holds valid, enforceable and properly perfected first-priority liens and security interests in, to and against all of the Prepetition Collateral, including, *inter alia*, all of the Property, the Leases, the Rents, and all products and proceeds thereof, and NLAC's liens and security interests with respect to the Prepetition Collateral are not subject to any offset, defense, claim, counterclaim or any other diminution of any type, kind or nature whatsoever, and are not subject to avoidance, disallowance, reduction or subordination pursuant to applicable state or federal laws (including the Bankruptcy Code); and

The Debtor's Need for Use of Cash Collateral

O. All cash products and proceeds of the Prepetition Collateral (including all Rents) that come into the possession, custody or control of the Debtor (both prepetition and post-petition) constitute NLAC's cash collateral (collectively, the "**Cash Collateral**") as that term is defined under Section 363(c)(1) of the Bankruptcy Code.

P. The Debtor has filed a *Motion for Order Authorizing Debtor's Use of Cash Collateral* (the "**Motion**").

Q. An immediate need exists for the Debtor to obtain use of NLAC's Cash Collateral to fund its critical business operations. A schedule of the Debtor's cash requirements is set forth in the budget (the "**Budget**") attached hereto as **Exhibit A** and incorporated by reference herein.

R. The Debtor is not authorized to use NLAC's Cash Collateral absent NLAC's consent to such usage and the entry of an order of this Court authorizing such use pursuant to applicable bankruptcy law. In all circumstances, NLAC is entitled to adequate protection of its interest in the Cash Collateral pursuant to Sections 361 and 363(e) of the Bankruptcy Code, including, without limitation, compensation to NLAC for any loss or diminution in the value of

the Cash Collateral resulting from the Debtor's use of the same pursuant to this Order. NLAC is willing to consent to the Debtor's use of Cash Collateral pursuant to the terms and conditions of this Order.

S. Good and sufficient cause has been shown for the entry of this Order. Among other things, the entry of this Order will minimize the disruption of the Debtor's existing business and enable the Debtor to, *inter alia*, fund its critical business operations, pay taxes and other carrying costs related to the Property, and maintain adequate cash resources to administer and preserve the value of the Debtor's business.

NOW THEREFORE, upon consideration of the Motion and the foregoing stipulations and admissions of the Debtor and NLAC, it is, by the United States Bankruptcy Court for the District of Maryland, hereby, **ORDERED, ADJUDGED AND DECREED**:

1. Incorporation by Reference. The foregoing stipulations and admissions of the Debtor and NLAC are incorporated by reference into this Order.

2. Jurisdiction and Venue. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (G), (M), and (O), involving matters concerning the use of cash collateral under Section 363 of the Bankruptcy Code. Venue over this matter is proper in this Court pursuant to 28 U.S.C. § 1408.

3. Notice. The Debtor has provided adequate and proper notice of the Motion and this Order to NLAC, the Office of the United States Trustee, and all creditors and other parties-in-interest in this Chapter 11 Case in accordance with Sections 102, 105, 361, and 363 of the Bankruptcy Code and Federal Bankruptcy Rule 4001, and no other or further notice need be provided as a condition to the entry of this Order.

4. Consent of NLAC. Subject to the entry and continued effectiveness of this Order, NLAC consents to the Debtor's use of Cash Collateral pursuant to the Budget and the other terms and conditions contained herein. Notwithstanding NLAC's consent to the Debtor's use of Cash Collateral pursuant to this Order, nothing contained herein shall limit or prohibit NLAC from objecting to any relief sought by the Debtor in this Chapter 11 Case or any motion requesting further use of NLAC's Cash Collateral. This Order shall be subject to the right of NLAC to terminate its consent to the Debtor's use of Cash Collateral as provided in this Order or the expiration of such consent on the date set forth herein.

5. Authorization to Use Cash Collateral; Monthly Monitoring; Termination. Provided that no Event of Default (as defined below) occurs under this Order, the Debtor is authorized to use NLAC's Cash Collateral subject to the terms and conditions set forth below:

(a) Authorized and Prohibited Uses; Budget. The Debtor is authorized to use Cash Collateral only in the amounts and category limits set forth in the Budget subject to a ten percent (10%) cumulative variance by line item category and a ten percent (10%) variance in total. It is acknowledged that a \$1,200 per month pro-rated expense for the payment of annual real property taxes shall be added to the referenced budget as a monthly expense. The Debtor shall not: (i) loan or advance any money to any person or entity for any reason; (ii) pay any dividend, distribution or other funds, to any of the Debtor's shareholders, officers or directors; or (iii) redeem any stock in the Debtor or make any installment payment, distribution or other transfer to any shareholder or former shareholder of the Debtor in connection with a previous stock redemption.

(b) Administrative Expenses. The Debtor shall not use Cash Collateral to pay any administrative expenses or professional fees of the Debtor or the Debtor's estate, other than quarterly fees due to the United States Trustee's Office and professional fees and expenses specifically identified in the Budget that are incurred by the Debtor in connection with this Chapter 11 Case, provided that such fees and expenses are approved by an order of this Court.

(c) Termination. The authorization granted to the Debtor under this Order shall terminate upon the earlier of: (a) November 11, 2019, at 4:00 p.m. (prevailing Eastern Time); (b) the entry by the Court of an order denying the Debtor's authorization to use Cash Collateral; or (c) at the option of NLAC, upon the occurrence of an Event of Default (as defined below) after notice and the expiration of the cure period as set forth herein. Notwithstanding any such termination, the rights and obligations of the Debtor

and the rights, claims, security interests, liens and priorities of NLAC with respect to all transactions that occurred prior to the occurrence of any termination, including, without limitation, all replacement liens granted to NLAC as adequate protection and priority claims under Section 507(b) of the Bankruptcy Code, which are provided under this Order, shall remain unimpaired and unaffected by any termination of the Order, shall survive any such termination of the Order, and shall be binding upon the Debtor, its estate, all successors-in-interest to the Debtor, including any Chapter 11 trustee or any Chapter 7 trustee, and all creditors and other parties in interest.

6. Additional Obligations. In addition to the terms and conditions set forth in Paragraph 5 above, the Debtor's use of Cash Collateral is subject to all of the following conditions:

(a) Information Regarding Leases and Rents. Simultaneously with the entry of this Order, but in no event later than 3:00 p.m. on September 13, 2019, the Debtor shall provide NLAC with copies of all current Leases (and any amendments thereto) for the Property and a current monthly rent roll for the Property to the extent not already provided.

(b) Financial Information and Reporting. During the period covered by this Order, the Debtor shall provide NLAC with the following financial information, documentation and reporting, all in a form and content that is acceptable to NLAC in all respects:

(i) Monthly Reports. On September 13, 2019, and within fifteen (15) days after the end of each month during the period covered by this Order, the Debtor shall deliver to NLAC (A) a variance report reflecting, on a line-item basis, the actual cash receipts and disbursements for the preceding month, the dollar variance and the percentage variance of such actual receipts and disbursements from those reflected in the Budget for that month, and the rolling forward, cumulative variance from the Budget; (B) copies of the Debtor's current accounts receivable and accounts payable agings; (C) a spreadsheet documenting the composition and source of all funds transferred to and deposited into the Debtor's debtor in possession account ("**DIP Account**") and any other account held by the Debtor; and (D) a current monthly rent roll for the Property to the extent varying from the previous month, and such other information and detail as NLAC may reasonably require.

(c) Taxes. During the pendency of this Chapter 11 Case, the Debtor will make all payments that the Debtor is required to make to the Internal Revenue Service, State of Maryland, Prince George's County, Maryland and all other taxing authorities ("**Taxing Authorities**") with respect to all forms of taxes that come due after the Petition Date, including, without limitation, federal and state income taxes, real estate property taxes, withholding taxes, personal property taxes and sales taxes (collectively, "**Taxes**"),

when and as said payments are due. At all times hereafter, upon NLAC's request, the Debtor shall immediately supply NLAC with written documentation evidencing that all such Taxes have been paid.

(d) Insurance. During the pendency of this Chapter 11 Case, the Debtor shall maintain fire, liability, casualty and other hazard insurance with respect to all of the Property, in amounts and under such insurance policies as are acceptable to NLAC. Simultaneously with the entry of this Order, but in no event later than 3:00 p.m. on September 13, 2019, the Debtor shall provide NLAC with documentation evidencing the existence of all such insurance policies. In the event that NLAC has not been named as a sole loss payee, mortgagee or additional insured under each such policy, as the case may be, the Debtor shall immediately take all steps as are necessary to cause NLAC to be named as such under each such insurance policy and copies of documents evidencing each such amendment shall be provided to NLAC on or before 3:00 p.m. on September 13, 2019, or at such other time as NLAC may agree to. All insurance proceeds payable from any such insurance policies, and all insurance proceeds payable in connection with or as a result of any of the Collateral, shall be paid directly to NLAC to the extent of the indebtedness and obligations that are owed to NLAC under the Loan Documents and will be applied by NLAC to reduce such indebtedness and obligations in such order, proportion or manner as NLAC, in its sole and absolute discretion, deem appropriate.

7. Grant of Replacement Liens. Notwithstanding the provisions of Section 552(a) of the Bankruptcy Code, and in addition to the security interests preserved by Section 552(b) of the Bankruptcy Code, as adequate protection for all present and future indebtedness and obligations that are owed by the Debtor to NLAC under the Loan Documents, whether prepetition or post-petition, but only to the extent of any diminution in NLAC's interest in the Cash Collateral after the Petition Date, NLAC is hereby granted, pursuant to Sections 361 and 363 of the Bankruptcy Code, valid, choate, perfected, enforceable and non-avoidable first-priority security interests and liens in, to and against all post-petition property and assets of the Debtor that constitute proceeds and products of NLAC's Prepetition Collateral and Cash Collateral (including any pre-petition Rents of the Debtor and all post-petition Rents, proceeds, receipts, products, accounts receivable and profits arising from or related to the Property and/or Leases) (collectively, the "**Post-petition Collateral**") and, together with the Prepetition Collateral, the "**NLAC Collateral**").

8. Grant of Superpriority Treatment. In addition to the liens and security interests granted to NLAC in this Order, but only to the extent that the adequate protections granted herein are insufficient to provide adequate protection for NLAC's interests in the Cash Collateral after the Petition Date, NLAC is entitled to seek, pursuant to the provisions of Section 507(b) of the Bankruptcy Code, over all administrative and priority expenses incurred in this Chapter 11 Case, including, without limitation, all expenses of the kind specified in Sections 503(b) and 507(a) of the Bankruptcy Code that shall at all times be senior to the rights of the Debtor, its creditors (other than NLAC), or any successor-in-interest to the Debtor or its creditors, including, without limitation, any trustee appointed in this Chapter 11 Case.

9. Extent of Security Interests. The liens and security interests granted to NLAC in this Order shall secure payment of: (a) the Indebtedness and all other present and future indebtedness and obligations that are owed by the Debtor to NLAC under the Loan Documents, whether prepetition or post-petition, in an amount equal to any diminution in value of NLAC's interest in the Prepetition Collateral that occurs during the pendency of this Chapter 11 Case, whether such diminution is a consequence of (i) the Debtor's use of the NLAC Collateral (including the Debtor's consumption of Cash Collateral), (ii) depreciation or price fluctuation in the NLAC Collateral, (iii) the conversion of such Prepetition Collateral into Post-petition Collateral, or (iv) any other action, event or circumstance (such as any recoveries from avoidance actions); and (b) all fees, costs and expenses of NLAC arising on or after the Petition Date under or in connection with the Loan Documents, the Motion, this Order, or the Debtor's Chapter 11 Case to the extent such fees, costs and expenses are allowable under Section 506(b) of the Bankruptcy Code (collectively, the "**Adequate Protection Obligations**").

10. No Filing or Recording Necessary. All agreements, rights, licenses, security interests, deeds of trust, liens and lien rights contemplated or granted by this Order are deemed effective, attach and are perfected as of the commencement of the Petition Date without the necessity of any further filing or recording by NLAC. Notwithstanding any otherwise applicable requirements under any state or federal law, NLAC shall not be required to file financing statements or any other documents in any jurisdiction or take any other action in order to perfect its security interests and liens granted under or pursuant to this Order, provided however that nothing in this Order shall be deemed to prohibit NLAC's filing of any such documents. Such security interests and perfection shall be binding, to the extent that the post-petition liens granted to NLAC herein replace properly perfected prepetition liens, upon any subsequently appointed trustee either in Chapter 11 or any other Chapter of the Bankruptcy Code and upon all creditors of the Debtor who have extended or who may hereafter extend credit to the Debtor or the debtor-in-possession.

11. Use of Cash Collateral; Adequate Protection Payments. As additional adequate protection for NLAC's interests in the Cash Collateral, immediately upon the entry of this Order, and continuing at all times thereafter, the Debtor shall use NLAC's Cash Collateral to pay the ongoing expenses of the Property, as set forth in the Budget, and shall also use such Cash Collateral to pay for adequate insurance for the Property and for any real estate taxes owed against the Property. In addition, as further adequate protection for NLAC's consent to the Debtor's use of Cash Collateral, on October 1, 2019, and continuing on the first business day of each month thereafter during the period covered by this Order, the Debtor shall tender to NLAC, in immediately available funds, monthly payments each in the amount of \$5,675.00 (the "**Adequate Protection Payments**"). The Adequate Protection Payments constitute an interest-

only payment to NLAC under the Loan Documents at the contract rate of interest. The Debtor acknowledges and agrees that NLAC is entitled to collect the default rate of interest until NLAC is paid in full under the Loan Documents and that NLAC is not waiving its right to collect the default rate of interest in this case by consenting to this Order. The Debtor further acknowledges and agrees that NLAC is not waiving its right to collect any and all post-petition Rents and/or other Post-Petition Collateral utilized by the Debtor after the Petition Date and prior to the entry of this Order and that NLAC specifically reserves its right to collect such post-petition Rents and/or other Post-Petition Collateral.

12. No Surcharge of Collateral. No costs or expenses of administration which have been or may be incurred in this Chapter 11 Case, or in any conversion of this Chapter 11 Case pursuant to Section 1112 of the Bankruptcy Code, are or will be prior to or on a parity with the claims of NLAC against the Debtor or any successor debtor-in-possession or trustee, or with the liens and security interests that NLAC holds against the Cash Collateral; and no such costs or expenses of administration shall be imposed against NLAC, its claims or the Cash Collateral under Section 506(c) by the Debtor or otherwise, other than quarterly fees due to the United States Trustee's Office, provided that such fees and expenses are approved by an order of this Court.

13. Accrual of Interest/Default Interest. Subject to the provisions of Section 506 of the Bankruptcy Code, interest shall continue to accrue on the unpaid principal balance that is owed to NLAC under the Note at the default rate of interest specified therein until all amounts owed under the Loan Documents have been paid in full.

14. No Encumbrances, Sale or Transfer of Collateral. No further encumbrances of any kind or type, whether voluntary or involuntary, shall be placed against any of the Debtor's

assets without the prior written consent of NLAC or order of this Court. The Debtor shall not sell the NLAC Collateral or any portion of the NLAC Collateral, other than in the ordinary course of business, without NLAC's prior written consent or by an order of this Court.

15. Binding Effect of Order. Unless otherwise provided herein, the terms and conditions of this Order relating to the liens, security interests and priorities granted to NLAC herein shall be binding upon the Debtor, its estate, its creditors, all other parties-in-interest and all successors-in-interest thereof including, without limitation, any Chapter 11 trustee that may be appointed in the Chapter 11 Case or any trustee in a case under Chapter 7 of the Bankruptcy Code into which the Chapter 11 Case may be converted. This binding effect is an integral part of the agreement of the Debtor and NLAC evidenced hereby

16. Access to Books and Records. Within forty-eight (48) hours after telephonic request is made by NLAC to the Debtor, the Debtor shall assemble the Debtor's accounting and financing records at the Debtor's place of business and provide NLAC or its representatives access to the Debtor's premises to inspect the books and records of the Debtor. Such access shall be provided during regular business hours.

17. Events of Default. NLAC may terminate the Debtor's use of Cash Collateral: (i) upon a default under the terms of this Order, or if the Debtor fails to comply with any term or condition set forth herein; (ii) the Debtor fails to timely deliver the Adequate Protection Payments as specified herein, (iii) if the Debtor's use of Cash Collateral exceeds its limits set forth in the Budget and this Order; (iv) if this Order is modified, stayed, or amended without the consent of NLAC; (v) if a claim or action is instituted, the purpose of which is to seek or obtain any relief invalidating, setting aside, avoiding or subordinating, the Indebtedness, the Loan Documents or NLAC's liens, security interests, mortgages, rights of setoff, or claims in the

NLAC Collateral; (vi) if the Debtor discontinues its business or is ordered to discontinue its business; (vii) if the Debtor's Chapter 11 Case is converted or dismissed; (viii) if the Debtor files a motion seeking to convert or dismiss the Debtor's Chapter 11 Case; or (ix) if the Debtor institutes an action seeking the granting or imposition, under Section 364 of the Bankruptcy Code or otherwise, liens, security interests, or mortgages on any of the NLAC Collateral equal or superior to NLAC's interest in that property (individually, an "**Event of Default**, and collectively, "**Events of Default**"). In addition to the above Events of Default, the Debtor shall continue to comply with the terms and conditions of the Loan Documents going forward to the extent not modified herein.

18. Rights Upon Event of Default. Upon the occurrence of an Event of Default hereunder and the failure of the Debtor to cure the same within 3 (three) days of the date of written notice from NLAC's counsel to the Debtor's counsel advising the Debtor of the occurrence of the Event of Default, or upon the expiration of this Order, the Debtor will immediately cease and be enjoined from using Cash Collateral and shall provide appropriate evidence to NLAC of the Debtor's cessation of the use of Cash Collateral and NLAC shall be entitled to seek such relief as may be necessary to protect the NLAC Collateral.

19. Effect of Dismissal. In the event that the Debtor's Chapter 11 Case is dismissed, converted, otherwise superseded or substantively consolidated, neither the entry of this Order nor the dismissal or conversion of the Chapter 11 Case shall affect the rights of NLAC under the Loan Documents or the terms and conditions of this Order, including the liens and security interests granted herein, and all the rights and remedies of NLAC hereunder shall be and remain in full force and effect as if the Chapter 11 Case had not been filed or the Chapter 11 Case had not been dismissed, converted or superseded.

20. Notices. Any notice which may be required to be given by NLAC to the Debtor or vice versa shall be sufficient if such notice is sent by email transmission, hand delivery, or regular, certified or registered United States mail to:

Counsel to the Debtor: Craig Palik, Esquire
McNamee Hosea PA
6411 Ivy Lane, Suite 200
Greenbelt, MD 20770
cpalik@mhlawyers.com

Counsel to NLAC: Michael D. Nord, Esquire
GEBHARDT & SMITH LLP
One South Street, Suite 2200
Baltimore, Maryland 21202
Email: mnord@gebsmith.com

21. Further extensions of this Order shall be permitted without a hearing subject to notice and no objection being raised.

22. That in the absence of an agreement, or in the event of an objection being raised, for/to a further extension of this agreement, a further hearing to consider the Debtor's use of cash collateral is scheduled for **November 13, 2019 at 10:30 a.m./p.m.** prevailing Eastern Time, before this Court. The Debtor shall promptly mail copies of this Interim Order (which shall constitute adequate notice of said hearing) to those parties having been previously given notice, any other person required by applicable rules of bankruptcy procedure to receive such notice, to any other party that has filed a request for notices with this Court. Any party-in-interest objecting to the relief sought at such further hearing shall serve and file written objections; which objections shall be served upon McNamee, Hosea, Jernigan, Kim Greenan & Lynch, P.A., 6411 Ivy Lane, Suite 200, Greenbelt, MD 20770, Attn: Craig M. Palik, Esquire, attorneys for the Debtor; (b) the Office of the United States Trustee, Attn: Lynn Kohen, Esquire, 6305 Ivy Lane, Suite 600, Greenbelt, MD 20770; (c) Gephardt & Smith, One South Street, 22nd Floor,

EXHIBIT A – BUDGET

Item	October	November
INCOME		
Base Rent	\$18,097	\$18,097
Tax Reimb.	\$1,275	\$1,275
Other	\$213	\$213
Tithing	\$7,300	\$7,300
Elec. Reimb.	\$3,900	\$3,900
Water Reimb.	\$3,150	\$3,150
	\$33,935.00	\$33,935.00
CHURCH EXPENSE		
Vol. Stipends	\$2,400	\$2,400
Parsonage Mort.	\$2,850	\$2,850
Trustee Fees	\$217	\$217
Legal/Accounting	\$3,000	\$3,000
Misc.	\$280	\$280
Parsonage Food and Spending	\$4,000	\$4,000
Parsonage Phone	\$250	\$250
Parsonage Internet	\$250	\$250
Parsonage Elec.	\$162	\$162
Parsonage Water	\$310	\$310
Parsonage Gas	\$133	\$133
	\$13,852.00	\$13,852.00
PROPERTY EXP.		
Insurance	\$806	\$806
Office Suppl.	\$250	\$250
Landscaping	\$120	\$120
Gen. Maintenance	\$1,000	\$1,000
Trash	\$227	\$227
Electric	\$3,000	\$3,000
Internet	\$175	\$175
Gas	\$175	\$175
Water	\$1,200	\$1,200
Elevator Maint.	\$175	\$175
Misc.	\$500	\$500
Property Tax	\$1,200	\$1,200
Mortgage	\$5,675	\$5,675
	\$14,503.00	\$14,503.00

END OF ORDER