

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In Re:

SHIV POOJA, INC.,
d/b/a DAYS INN BY WYNDHAM
WHITMORE LAKE, MI,

Case No. 26-46566-mlo
Chapter 11
Subchapter V
Hon. Maria Oxholm

Debtor.

**INTERIM ORDER AUTHORIZING DEBTOR TO USE CASH
COLLATERAL IN A SPECIFIED AMOUNT, AND PROVIDING
ADEQUATE PROTECTION, AND SCHEDULING A FINAL
HEARING ON DEBTOR'S FIRST DAY MOTION FOR USE OF CASH
COLLATERAL**

This matter came before the Court upon the Debtor's First Day Motion for Use of Cash Collateral, Regarding Adequate Protection and Related Relief ("Motion"; ECF No. 9). Pursuant to the Court's ORDER SETTING HEARING ON DEBTOR'S FIRST DAY MOTION FOR USE OF CASH COLLATERAL (ECF No.10) scheduling a hearing on the Motion, a hearing on the Motion was held on June 18, 2026 ("Hearing"). Appearances were placed on the record. The Court has reviewed the Motion, the Verified Declaration of Kalpana Patel ("Declaration"; ECF No. 9), the 13-week cash collateral budget attached to the Motion as Exhibit A, as amended (if applicable), and other pertinent pleadings, and has considered the statements made at the Hearing. Based thereon, the Court finds that the Debtor's interim use of cash collateral to the extent set forth in this Order is necessary to avoid immediate and irreparable harm to the Debtor and its creditors pending a final hearing on the Motion.

NOW THEREFORE, IT IS HEREBY ORDERED that:

1. Motion Granted. The Motion is granted on the terms set forth in this Order.

2. Capitalized Terms. All capitalized terms not defined in this Order shall have the meaning ascribed to them in the Motion.
3. Authorization. The Debtor is authorized to use cash collateral and to grant adequate protection in accordance with the terms of this Order.
4. Use of Cash Collateral. The Debtor is authorized to use cash collateral in accordance with the line items listed on the 13-Week Budget attached to the Motion as Exhibit A ("Budget"), in aggregate cash disbursements of no more than \$31,000 per budget week (including all operating expenses and the adequate protection payments set forth in the Budget), for the period commencing on the Petition Date only as to postpetition use of cash collateral through and including the date of the Final Hearing set forth in paragraph 9 of this Order, with allowance for a ten percent (10%) variance per line item. The Debtor's authorized use of cash collateral is limited to such budget line items, as adjusted for the permitted variance, prior to the entry of a final order authorizing the Debtor to use cash collateral; provided, however, that the permitted variance does not authorize aggregate weekly cash disbursements exceeding \$31,000 absent further order of the Court or written consent of the affected secured creditor(s). For purposes of clarification, if the Debtor is allowed the use of cash collateral during week 2, it may use the amounts specified for weeks 1 and 2 during the week when authorization is granted. For purposes of further clarification, if Debtor has not fully utilized the budgeted amounts authorized in the prior weeks, it may use the remaining budgeted amounts in the current week.
- 4(a). No Prepetition Debt Payments. Except for the adequate protection payments expressly authorized by paragraph 5(a) of this Order, nothing in this Order authorizes the payment of any prepetition debt, prepetition arrearage, or other prepetition obligation, including any prepetition arrearages owed to equipment lessors, secured creditors, or other creditors, absent further order of the Court. Any budgeted lease, equipment, franchise, or similar payments are authorized only to the extent they are postpetition obligations or postpetition use payments necessary to preserve the estate and continue operations.

4(b). Professional Fee and Trustee Fee Reserves. The Debtor's Counsel Fees and Subchapter V Trustee Fees line items in the Budget are reserve line items only. No payment to Debtor's counsel or any other professional may be made from such reserves except after allowance under 11 U.S.C. §§ 330 and/or 331, the Federal Rules of Bankruptcy Procedure, the Local Rules, or further order of the Court. This Order does not approve compensation to any professional and these funds remain property of the estate until further order of this Court.

5. Adequate Protection — Replacement Liens. To the extent that the Debtor uses cash collateral and does not replace it, and only to the extent of any diminution in the value of such cash collateral, any purported secured claimant asserting a properly perfected prepetition lien in cash collateral whose interest in cash collateral has not been avoided, is granted a replacement lien in the same types and descriptions of collateral that were secured by the applicable prepetition loan documents and that are created, acquired, or arise after the Petition Date. The replacement liens are granted only to the same extent and with the same priority as the applicable prepetition liens existed on the Petition Date and only to the extent of any actual diminution in value resulting from the Debtor's use of cash collateral. Any replacement lien shall not attach to claims or causes of action under Chapter 5 of the Bankruptcy Code, or proceeds thereof, unless otherwise ordered by the Court. The replacement liens do not prime, enlarge, or cross-collateralize any prepetition lien or debt and do not secure any prepetition debt with collateral that was not subject to that creditor's prepetition lien. Nothing herein constitutes an admission as to the validity, extent, priority, or perfection of any prepetition security interest. All rights of the Debtor, the estate, the Subchapter V Trustee, and all parties in interest are fully reserved, including rights to object to or challenge any lien or claim, seek surcharge under 11 U.S.C. § 506(c), assert avoidance actions, or assert any other estate claims or defenses. This protection being afforded to such purported secured claimants is adequate.

5(a). Adequate Protection Payments. As additional adequate protection, the Debtor is authorized and directed to make the following monthly

adequate protection payments, as reflected in the Budget, continuing on a monthly basis through the conclusion of the Final Hearing or until further order of the Court: (a) to The Bancorp Bank, N.A., the sum of \$10,000.00 per month, commencing in June 2026; and (b) to the United States Small Business Administration, the sum of \$731.00 per month, commencing in June 2026. The adequate protection payments shall be applied in accordance with the applicable prepetition loan documents, subject to the rights of all parties in interest to seek reallocation or recharacterization of such payments. The making of adequate protection payments under this paragraph shall not constitute an admission as to the validity, extent, priority, or perfection of any lien or claim, and all rights reserved under paragraph 5 of this Order apply equally to this paragraph.

6. Reporting. The Debtor shall provide weekly reports to the Subchapter V Trustee, the United States Trustee, and to the purported secured claimants asserting interests in cash collateral, evidencing the Debtor's compliance with the Budget. The reports shall include: (a) actual receipts and disbursements for the reporting week, by line item, compared to budgeted amounts; (b) beginning and ending cash balances for the reporting week; (c) the variance from the Budget; (d) a written explanation of any line-item variance exceeding the permitted ten percent (10%); and (e) any adequate protection payments made under paragraph 5(a) during the reporting week. The reports shall be due five business days after the end of the particular week in which the use of cash collateral was granted.
7. Service. Within twenty-four (24) hours following the entry of this Order, Debtor's counsel must serve a copy of the Motion (with all attachments) and a copy of this Order on the 20 largest unsecured creditors, all secured creditors, all entities listed on the Debtor's creditor matrix, any committee formed in this case, the Subchapter V Trustee, the United States Trustee's Office, and all other parties who are required to be served under Fed. R. Bankr. P. 4001(b) and LBR 4001-2.
8. Objections. All parties seeking to object to the final relief requested in the Motion or to continued use of cash collateral must file a written objection

within fourteen (14) days after the entry of this Order, except that an official committee may file objections within fourteen (14) days after the official committee is served with this Order. Any timely objection shall be heard at the Final Hearing unless otherwise ordered by the Court. If no objections are made to this order becoming a final order, Debtor may use its funds, including cash collateral, in the ordinary course of business pursuant to the Budget until further Order of the Court.

9. **Final Hearing. The final hearing on the Motion, and the hearing on any objections to this Order, will be held before the Honorable Maria L. Oxholm, 211 W. Fort Street, Courtroom 1875, Detroit, Michigan, on July 16, 2026 at 11:00 a.m.** The Debtor may continue to use cash collateral under this Order through the conclusion of the Final Hearing or until further order of the Court, provided the Debtor remains in compliance with this Order.
10. **No Other Relief Granted; No Plan Restrictions.** Except as expressly provided herein, nothing in this Order: (a) determines the amount, validity, extent, priority, perfection, or enforceability of any claim or lien; (b) releases any claim or cause of action of the Debtor or the estate; (c) grants a lien on Chapter 5 claims or their proceeds; (d) waives rights under 11 U.S.C. § 506(c); (e) grants priming liens or cross-collateralization; (f) authorizes payment of prepetition debt, except the adequate protection payments expressly authorized by paragraph 5(a); or (g) requires the Debtor to propose any particular plan term or prohibits the Debtor from proposing any plan term.

Signed on June 18, 2026



/s/ Maria L. Oxholm

**Maria L. Oxholm
United States Bankruptcy Judge**