SIGNED THIS 3rd day of October, 2019

**THIS ORDER HAS BEEN ENTERED ON THE DOCKET.
PLEASE SEE DOCKET FOR ENTRY DATE.**

Rebecca B. Connelly
UNITED STATES BANKRUPTCY JUDGE

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF VIRGINIA
HARRISONBURG DIVISION**

IN RE:	:	**Case No. 19-50868**
	:	
SIMBECK, INC.	:	**Chapter 11**
	:	
	:	**Judge Rebecca B. Connelly**

INTERIM ORDER (I) AUTHORIZING THE DEBTOR TO CONTINUE FACTORING ACCOUNTS RECEIVABLE AND/OR OBTAIN SECURED POST-PETITION FINANCING PURSUANT TO 11 U.S.C. § 364, (II) AUTHORIZING USE OF CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363, (III) GRANTING ADEQUATE PROTECTION PURSUANT TO 11 U.S.C. §§ 361, 363 AND 364, AND (IV) SCHEDULING A SECOND INTERIM HEARING PURSUANT TO BANKRUPTCY RULE 4001(c)

Upon the motion (the "Motion") of Simbeck, Inc. ("Debtor") (a) seeking this Court's authorization pursuant to Sections 363(c), 364(c)(1), 364(c)(2), 364(c)(3) and 364(d)(1) of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the "Bankruptcy Code") and Rules 2002, 4001(c) and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the "Bankruptcy Rules"), for the Debtor, *inter alia*, (a)(i) to factor its accounts receivable to, and/or obtain secured financing from, Commercial Funding Inc. f/k/a Transfac, Inc. ("CFI") in an amount not to exceed $1,500,000.00 (One Million Five Hundred Thousand Dollars) (the "Post-Petition Financing"), (ii) to grant to CFI and Commercial Credit Group Inc. ("CCG," and together with CFI, the "Lenders") pursuant to Bankruptcy Code § 364(c) and (d), security interests in all of the Debtor's presently owned and after-acquired personal and real property and Pre-Petition Collateral (as defined below) and (iii) to grant the Lenders, pursuant to Bankruptcy Code § 364(c)(1), priority in payment with respect to such obligations over any and all administrative expenses of the kinds specified in Bankruptcy Code §§ 503(b) and 507(b), other than in respect of the Carve-Out (as defined below); (b) seeking this Court's authorization, pursuant to Bankruptcy Code § 363(c), to use Cash Collateral (as defined below) and, pursuant to Bankruptcy Code §§ 361, 363(e) and 364(d), to provide adequate protection to the Lenders with respect to any diminution in the value of the Lenders' interest in the Pre-Petition Collateral (as defined below) resulting from the priming liens and security interests to be granted herein pursuant to Bankruptcy Code § 364(d) to secure the Post-Petition Financing, the use of Cash Collateral, the use, sale or lease of the Pre-Petition Collateral (other than Cash Collateral) and the imposition of the automatic stay pursuant to Bankruptcy Code § 362(a); (c) seeking an Interim Hearing (the "Interim Hearing") on the Motion to consider entry of an interim order pursuant to Bankruptcy Rule 4001 (this "Order"); and (d) requesting that a final hearing (the "Final Hearing") be scheduled, and that notice procedures in respect of the Final Hearing be established by this Court to consider entry of a final order authorizing on a final basis, *inter alia*, the Post-Petition Financing and the use of Cash Collateral ("Final Order"); the Interim Hearing having been held before this Court; due and sufficient notice of the Motion and the Interim Hearing under the circumstances having been given; and upon the entire record made at the Interim Hearing, and this Court having found good and sufficient cause appearing therefor,

THE DEBTOR AND THE LENDERS STIPULATE AND THE COURT FINDS AND CONCLUDES THAT:

A. On October 1, 2019 (the "Petition Date"), the Debtor filed its voluntary petition for relief with this Court under Chapter 11 of the Bankruptcy Code (this "Chapter 11 Case"). The Debtor is continuing in possession of its property, and operating and managing its business as a debtor in possession pursuant to Bankruptcy Code §§ 1107 and 1108.

B. This Court has jurisdiction over this Chapter 11 Case and the Motion pursuant to 28 U.S.C. §§ 157(b) and 1334. Consideration of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2).

C. Without prejudice to the rights of any other party (but subject to the limitations thereon described below in Paragraph 26), the Debtor acknowledges and stipulates that from time to time prior to the Petition Date, the Debtor factored its accounts receivable to, and obtained financing from, CFI for the benefit of the Debtor, pursuant to the terms and conditions of that certain Transfac Purchase and Sale Agreement and addenda thereto attached as Exhibit A to the Motion (the "Factoring Agreement").[1] Pursuant to the Factoring Agreement, the Debtor would factor its accounts receivable to CFI and CFI would pay the Debtor 90% of any factored receivable's face value, subject to fees and charges and reserve amounts, up to a maximum advance amount of $1,500,000.00 (One Million Five Hundred Thousand Dollars) (the "Maximum Advance Amount"), all as set forth in Factoring Agreement In addition, CFI agreed to over advance funds (the "Overadvance Amount") to the Debtor above the Maximum Advance Amount in amounts set forth in the Factoring Agreement (see Addenda). As of the Petition Date, the Overadvance Amount totals no less $47,916.69.

D. To secure the Debtor's obligations under the Factoring Agreement, the Debtor granted the Lenders security interests in and liens on the following (collectively, the "Pre-Petition Collateral"): all of the Debtor's owned or after acquired assets including: any and all accounts, accounts receivable, chattel paper, contract rights, documents, equipment, furniture, fixtures, general intangibles, goods instruments, inventory, securities, deposit accounts, Reserve Account, money, investment property, Letters of Credit, and all other property of whatever nature and kind, wherever located, in which the Debtor has any right or interest and in any and all attachments, accessories, tooling, substitutions, replacements, replacement parts, additions, books, records, software and software upgrades and all cash and non-cash proceeds (including rental proceeds, insurance proceeds, accounts and chattel paper arising out of or related to the sale, use, rental or other disposition thereof) of and to all of the foregoing. Pre-

[1] Capitalized terms not otherwise defined herein shall have the definitions set forth in the Pre-Petition Agreements.

Petition Collateral also includes all guarantees, liens and security granted to or held by the Debtor with respect to any Account or any other obligation owing to the Debtor.

E. Without prejudice to the rights of any other party (but subject to the limitations thereon described below in Paragraph 26), the Debtor acknowledges and stipulates that from time to time prior to the Petition Date, CCG lent money to or for the benefit of the Debtor, pursuant to the terms and conditions of the following secured financing agreements (collectively, the "Secured Financings," and together with the Factoring Agreement, the "Pre-Petition Agreements"):

(i) Security Agreement dated March 31, 2017 ("Security Agreement 1"), pursuant to which the Debtor granted a first priority purchase money security interest in and lien on four (4) 2013 Freightliner Tractors more specifically described in Security Agreement 1 (the "PMSI 1 Collateral") as well a security interest in and lien on any and all accounts, accounts receivable, chattel paper, contract rights, documents, equipment, fixtures, general intangibles, goods instruments, inventory, securities, deposit accounts, investment property, and all other property of whatever nature and kind, wherever located, in which the Debtor has any right or interest and in any and all attachments, accessories, tooling, substitutions, replacements, replacement parts, additions, software and software upgrades and all cash and non-cash proceeds (including rental proceeds, insurance proceeds, accounts and chattel paper arising out of or related to the sale, use, rental or other disposition thereof) of and to all of the foregoing (collectively, the "All Assets Collateral"), which such collateral the Debtor's obligations to CCG under Negotiable Promissory Note dated March 31, 2017 ("Note 1" and collectively with Security Agreement 1, "Secured Financing 1");

(ii) Security Agreement dated May 16, 2017 ("Security Agreement 2"), pursuant to which the Debtor granted a first priority purchase money security interest in and lien on fifteen (15) 2007 Wabash Tractors more specifically described in Security Agreement 2 (the "PMSI 2 Collateral") as well a security interest in and lien on the All Assets Collateral, which such collateral secures the Debtor's obligations to CCG under Negotiable Promissory Note dated May 16, 2017 ("Note 2" and collectively with Security Agreement 2, "Secured Financing 2");

(iii) Negotiable Promissory Note and Security Agreement dated June 29, 2018 ("Secured Financing 3"), pursuant to which the Debtor granted a first priority purchase money security interest in and lien on ten (10) 2017 Freightliner Tractors and two (2) 2016 Kalmar Tractors more specifically described in Secured Financing 3 (the "PMSI 3 Collateral") as well a security interest in and lien on the All Asset Collateral, which such collateral secures the Debtor's obligations to CCG under Secured Financing 3;

(iv) Security Agreement dated July 8, 2016 ("Security Agreement 4"), pursuant to which the Debtor granted a first priority purchase money security interest in and lien on one (1) 2014 Western Star Tractor more specifically described in Security Agreement 4 (the "PMSI 4 Collateral") as well a security interest in and lien on the All Asset Collateral, which such collateral secures the Debtor's obligations to CCG under Negotiable Promissory Note dated July 8, 2016 ("Note 4" and collectively with Security Agreement 4, "Secured Financing 4");

(v) Security Agreement dated July 28, 2017 ("Security Agreement 5"), pursuant to which the Debtor granted a first priority purchase money security interest in and lien on five (5) 2013 Freightliner Tractors more specifically described in Security Agreement 5 (the "PMSI 5 Collateral") as well a security interest in and lien on the All Asset Collateral, which such collateral secures the Debtor's obligations to CCG under Negotiable Promissory Note dated July 28, 2017 ("Note 5" and collectively with Security Agreement 5, "Secured Financing 5");

(vi) Security Agreement dated August 24, 2017 ("Security Agreement 6"), pursuant to which the Debtor granted a first priority purchase money security interest in and lien on one (1) 2013 Freightliner Tractor more specifically described in Security Agreement 6 (the "PMSI 6 Collateral") as well a security interest in and lien on the All Asset Collateral, which such collateral secures the Debtor's obligations to CCG under Negotiable Promissory Note dated August 24, 2017 ("Note 6" and collectively with Security Agreement 6, "Secured Financing 6");

(vii) Negotiable Promissory Note and Security Agreement dated October 12, 2018 ("Secured Financing 7"), pursuant to which the Debtor granted a first priority purchase money security interest in and lien on three (3) 2019 Freightliner Tractors more specifically described in Secured Financing 7 (the "PMSI 7 Collateral") as well a security interest in and lien on the All Asset Collateral, which such collateral secures the Debtor's obligations to CCG under Secured Financing 7; and

(viii) Negotiable Promissory Note and Security Agreement dated November 30, 2018 ("Secured Financing 8" and collectively with Secured Financing 1, Secured Financing 2, Secured Financing 3, Secured Financing 4, Secured Financing 5, Secured Financing 6, and Secured Financing 7, the "Secured Financings"), pursuant to which the Debtor granted a first priority purchase money security interest in and lien on five (5) 2019 Freightliner Tractors more specifically described in Secured Financing 8 (the "PMSI 8 Collateral" and collectively with the PMSI 1 Collateral, the PMSI 2 Collateral, the PMSI 3 Collateral, the PMSI 4 Collateral, the PMSI 5 Collateral, the PMSI 6 Collateral, and the PMSI 7 Collateral, the "CCG PMSI Collateral") as well a security interest in and lien on the All Asset Collateral, which such collateral secures the Debtor's obligations to CCG under Secured Financing 8.

F. Without prejudice to the rights of any other party (but subject to the limitations thereon described below in Paragraph 26), the Debtor acknowledges and stipulates that, in accordance with the terms of the Factoring Agreement and Secured Financings, the Debtor is truly and justly indebted to the Lenders, without defense, counterclaim or offset of any kind, and, as of the Petition Date, the Debtor owed CCG no less than $3,122,305.50 under the Secured Financings (the "Secured Financings Amount") broken down as follows: (a) $120,182.50 under Secured Financing 1; (b) $68,453.13 under Secured Financing 2; (c) $1,592,570.79 under Secured Financing 3; (d) $18,608.78 under Secured Financing 4; (e) $179,971.62 under Secured Financing 5; (f) $36,183.15 under Secured Financing 6; (g) $446,774.94 under Secured Financing 7; and (h) $659,560.59 under Secured Financing 8. Without prejudice to the rights of any other party (but subject to the limitations thereon described below in Paragraph 26), the Debtor acknowledges and stipulates that, as of the Petition Date, the Debtor was liable to the Lenders in respect of loans and advances made pursuant to the Factoring Agreement and Secured Financings in the aggregate face amount of not less than $3,170,222.19, plus interest and fees accrued and unpaid thereon and other costs, expenses and indemnities (inclusive of interest, fees, expenses, the Overadvance Amount, and all other obligations, the "Pre-Petition Loan Indebtedness").

G. Without prejudice to the rights of any other party (but subject to the limitations thereon described below in Paragraph 26), the Debtor acknowledges and stipulates that under the Pre-Petition Agreements and as security for repayment of the Pre-Petition Loan Indebtedness, the Debtor granted to the Lenders security interests in, and liens upon, substantially all of their assets and, more specifically, the Pre-Petition Collateral, which includes, without limitation, the All Asset Collateral and the CCG PMSI Collateral.

H. Without prejudice to the rights of any other party (but subject to the limitations thereon described below in Paragraph 26), the Debtor acknowledges and stipulates that the Lenders' security interests in and liens on the Pre-Petition Collateral were properly perfected and are valid, enforceable and non-avoidable first priority liens on and security interests in the Pre-Petition Collateral, subject only to the Specific Equipment PMSI Liens (as defined below). The Debtor further acknowledges that all of its cash constitutes proceeds of the Pre-Petition Collateral and, therefore, is cash collateral of the Lenders within the meaning of Bankruptcy Code § 363(a) ("Cash Collateral"). The Lenders are entitled, pursuant to Bankruptcy Code §§ 361 and 363(e), to adequate protection of its interest in the Pre-Petition Collateral, including for the use of Cash Collateral, the use, sale or lease of the Pre-Petition Collateral other than Cash Collateral, and for the imposition of the automatic stay.

I. The Debtor represents that the Debtor does not have sufficient available sources of working capital and financing to operate its business as a going concern and maintain its property throughout the Chapter 11 Case without the Post-Petition Financing and the use of Cash Collateral. As a result, the Debtor has an immediate need for the financing set forth in this Order. In the absence of the

Post-Petition Financing and the use of Cash Collateral, this Chapter 11 case and potential reorganization of the Debtor would not be possible, and would cause serious and irreparable harm to the Debtor and its estate.

J. Given the Debtor's current financial condition, financing arrangements and capital structure, the Debtor cannot obtain unsecured credit allowable under Bankruptcy Code § 503(b)(1) as an administrative expense. Financing on a post-petition basis is not otherwise available to the Debtor without the Debtor and its estate (i) granting, pursuant to Bankruptcy Code § 364(c)(1), claims having priority over any and all administrative expenses of the kinds specified in Bankruptcy Code §§ 503(b) and 507(b), other than as described below in respect of the Carve-Out (as defined below), (ii) securing, pursuant to Bankruptcy Code § 364(c) and (d), such indebtedness and obligations with security interests in and liens on all of the Debtor's personal and real property and the Pre-Petition Collateral as described below, and (iii) providing for adequate protection of the Lenders' interests as described below.

K. Notice of the Interim Hearing and the relief requested in the Motion has been given to (i) counsel for the Lenders, (ii) the Equipment Lenders (and their counsel if known), (iii) Northeast Bank, (iv) those creditors holding the twenty largest unsecured claims against the Debtors' estates, and (iv) the Office of the United States Trustee. Under the circumstances, such notice of the Interim Hearing and the relief requested in the Motion constitutes adequate and sufficient notice under Bankruptcy Code §§ 102(1), 364(c) and 364(d) and Bankruptcy Rules 2002 and 4001(c), and no other or further notice need be given.

L. At the Interim Hearing, the Court considered the *Declaration of Michael Joseph Darnell Jr. in Support of First Day Motions*, representations made by counsel, offers of proof, and/or testimony regarding:

(i) the negotiations pertaining to this Order;

(ii) the necessity for this Order;

(iii) the events leading up to the filing of the Chapter 11 Case by the Debtor;

(iv) the Debtor's need for credit to the extent necessary to avoid immediate and irreparable harm to its estate, pending a final hearing in accordance with Bankruptcy Rule 4001(c); and

(v) those expenses necessary to continue operation as a going concern so to avoid immediate and irreparable harm to its estate.

M. Based on the record presented to the Court by the Debtor at the Interim Hearing, the Post-Petition Financing has been negotiated in good faith and at arm's length between the Debtor and the Lenders, and any credit extended, and any Post-Petition Financing, and post-petition loans, made available to the Debtor pursuant to the Pre-Petition Agreements shall be deemed to have been extended, issued or made, as the case may be, in good faith by the Lenders as required by, and within the meaning of, Bankruptcy Code § 364(e).

N. Based on the record presented to the Court by the Debtor at the Interim Hearing, the terms of the Post-Petition Financing appear to be fair and reasonable, are ordinary and appropriate for secured financing to debtors in possession, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

O. The Debtor has requested immediate entry of this Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2). The permission granted herein to enter into the Post-Petition Financing and obtain funds thereunder, and to use Cash Collateral, on an emergency interim basis is necessary to avoid immediate and irreparable harm to the Debtor. This Court concludes that entry of this Order is in the best interest of the Debtor's estate and creditors as their implementation will, among other things, provide the Debtor with the necessary funds to continue to operate its business as a going concern to the extent possible and maximize the value of the Debtor's assets for the benefit of its creditors and estates.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, EFFECTIVE IMMEDIATELY, THAT:

1. The Motion is granted on an interim basis, subject to the terms and conditions set forth in this Order.

2. The Debtor is hereby authorized on an interim basis to continue factoring its accounts receivable to, and/or obtain secured financing from, CFI in an amount not to exceed $1,500,000.00 (One Million Five Hundred Thousand Dollars), use Cash Collateral, and additionally to borrow money and seek other financial accommodations from the Lenders, as the case may be, after the Petition Date pursuant to the terms and conditions of this Order and the Pre-Petition Agreements, as modified hereby. To avoid immediate and irreparable harm to the Debtor's estate prior to the Court's entry of a Final Order authorizing the Debtor to continue to obtain the Post-Petition Financing set forth herein for use by the Debtor, the Lenders shall be authorized to factor accounts receivable and advance funds constituting Post-Petition Financing, as limited by the Budget set forth in Paragraph 11 of this Order and subject to the terms and conditions of the Pre-Petition Agreements. The Debtor is authorized to use the proceeds of any factoring advances and loans ("Loans") made under the Post-Petition Financing, to use Cash Collateral and other Collateral (as defined below) as provided and limited in the Budget for operations of the Debtor's business and the administration of this Chapter 11 Case (all such Loans, and use of Cash Collateral and other Collateral (as defined below) to the extent of any diminution in the value thereof after the Petition Date collectively shall constitute, the "Post-Petition Indebtedness"), provided, that (i) the proposed Loans and use of Cash Collateral is consistent with the terms of the Pre-Petition Agreements and this Order and will only be used to pay when due, or otherwise appropriate, the expenses set forth in the Budget, and (ii) any requested Post-Petition Financing is necessary after the application of available Cash Collateral.

3. During the term of this Order, the terms of the Pre-Petition Agreements shall continue in full force and effect with respect to the Loans and other advances under the Post-Petition Financing.

4. In accordance with Bankruptcy Code § 364(c)(1), subject to the Carve-Out provided in Paragraph 6 hereof, the Post-Petition Indebtedness shall constitute claims (the "Superpriority Claims") with priority in payment over any and all administrative expenses of the kinds specified or ordered

pursuant to any provision of the Bankruptcy Code, including, without limitation, Bankruptcy Code §§ 105, 326, 328, 330, 331, 503(b), 507(a), 507(b) and 726, and shall at all times be senior to the rights of the Debtor, and any successor trustee or any creditor in this Chapter 11 Case or any subsequent proceedings under the Bankruptcy Code. Subject only to the Carve-Out, no cost or expense of administration under Bankruptcy Code §§ 105, 364(c)(1), 503(b), 507(b) or otherwise, including those resulting from the conversion of this Chapter 11 Case pursuant to Bankruptcy Code § 1112, shall be senior to, or *pari passu* with, the Superpriority Claims of the Lenders arising out of the Post-Petition Loan Indebtedness.

5. As security for the Post-Petition Indebtedness, the Lenders shall have and are hereby granted (effective upon the date of this Order and without the necessity of the recordation of mortgages, security agreements, pledge agreements, financing statements or otherwise) valid and perfected senior security interests in, and liens on (each, a "Lien" and, collectively, the "Liens"), all assets of the Debtor of any nature whatsoever and wherever located, tangible or intangible, whether now or hereafter acquired, including without limitation, and any and all proceeds of the foregoing, a 100% pledge of any of the Debtor's capital stock in which the Debtor has an interest and the stock of all of the Debtor's affiliates, causes of action (including without limitation any commercial tort claims), any avoidance actions under Bankruptcy Code §§ 544, 545, 547, 548, 549, 550 or 553 and the proceeds thereof (provided however, such lien on avoidance actions shall only attach upon entry of the Final Order and shall be limited to the amount of the Post-Petition Indebtedness except for claims and proceeds thereof under Bankruptcy Code § 549), investment property, leases and all substitutions thereto, accessions, rents and proceeds of the foregoing, wherever located, including insurance and other proceeds (collectively, with all proceeds and products of any or all of the foregoing and including the Pre-Petition Collateral, the "Collateral"):

a. Pursuant to Bankruptcy Code § 364(c)(2), a first priority, perfected Lien upon all of the Debtor's right, title and interest in, to and under all Collateral that is not otherwise encumbered by any validly perfected security interest or lien senior to the Liens of the Lenders on the Petition Date (the "Specific Equipment PMSI Liens");

b. Pursuant to Bankruptcy Code § 364(d)(1), a first priority, senior perfected Lien upon all of the Debtor's right, title and interest in, to and under the Pre-Petition Collateral, provided that such first priority senior Lien shall be subject and junior to the Specific Equipment PMSI Liens; and

c. Pursuant to Bankruptcy Code § 364(c)(3), a second priority, junior perfected Lien upon all of the Debtor's right, title and interest in, to and under all other Collateral that is subject to Specific Equipment PMSI Liens to the extent such perfection in respect of a pre-Petition Date claim is expressly permitted under the Bankruptcy Code.

Except to the extent expressly set forth in clauses (a), (b) and (c) of this paragraph and Paragraph 6 hereof, the Liens granted pursuant to this Order and the Pre-Petition Agreements to the Lenders to secure the Post-Petition Indebtedness shall not be subordinated to or made *pari passu* with any other lien or security interest. The provisions of any intercreditor agreements or subordination agreements that subordinate liens and security interests to the liens and security interests of the Lenders or other indentures that subordinate any claims to the claims of the Lenders shall remain in full force and effect and shall continue with respect to the liens and security interests granted to the Lenders in the Collateral.

6. Following the occurrence of a Termination Date, any provision of this Order or the Pre-Petition Agreements to the contrary notwithstanding, the Liens and Superpriority Claims granted to the Lenders pursuant to the Pre-Petition Agreements and this Order shall be subject and subordinate to a carve-out (inclusive of the Professionals' Carve-Out, the "Carve-Out") for (a) quarterly fees required to be paid pursuant to 28 U.S.C. § 1930(a)(6) (in such amounts as agreed to by the United States Trustee or as determined by the Court) and any fees payable to the Clerk of the Bankruptcy Court and (b) the aggregate allowed unpaid fees and expenses payable under Sections 330, 331 and/or 363 of the Bankruptcy Code to each professional person retained by the Debtor pursuant to an order of this Court, including the Debtor's approved attorneys (the "DIP Professionals") (other than fees and expenses, if any, of such professional persons incurred, directly or indirectly, in respect of, arising from or relating to the investigation, initiation or prosecution of any cause of action against the Lenders with respect to the Post-

Petition Indebtedness, the Pre-Petition Loan Indebtedness or the Pre-Petition Agreements) in an aggregate amount not to exceed $25,000.00 (the "Professionals' Carve-Out"). The Professionals' Carve-Out, which shall only be paid only after the occurrence of a Termination Date, shall not exceed $25,000, and shall be paid only after all funds held in trust by counsel for the Debtor for its approved legal fees and expenses have been applied. The Professionals' Carve-Out may be increased if and only to the extent that the Lenders agree in writing in their sole discretion. Subject to any orders entered by the Court regarding interim compensation of the DIP Professionals, the DIP Professionals shall submit to the Debtor, with a copy to the Lenders, copies of their bills for fees and expenses on a monthly basis. Notwithstanding anything herein to the contrary, no Loans, Collateral, Cash Collateral, or any portion of the Carve-Out may be used to prosecute, object to or contest in any manner, or raise any defenses to, the amount, validity, perfection, priority, extent or enforceability of the Pre-Petition Loan Indebtedness or Post-Petition Indebtedness or the liens securing the Pre-Petition Loan Indebtedness or Post-Petition Indebtedness, or to prosecute or assert any claims or causes of action against the Lenders. Subject to entry of the Final Order, except for the Carve-Out, no costs and expenses incurred in connection with the administration of this Chapter 11 Case or any conversion of this Chapter 11 Case pursuant to Bankruptcy Code § 1112, or in any future proceedings or cases related hereto, whether incurred pursuant to Bankruptcy Code § 726(b) or otherwise, shall be charged against the Pre-Petition Loan Indebtedness, the Post-Petition Indebtedness, or the Collateral, pursuant to § 506(c) of the Bankruptcy Code or otherwise, without the express written consent of the Lenders.

7. Immediately upon entry of this Order, the Debtor is hereby authorized to use Cash Collateral, provided that the Lenders are granted adequate protection for any diminution in the value of the Collateral resulting from (i) the liens and security interests granted by the Post-Petition Financing and this Order or otherwise pursuant to Bankruptcy Code § 364(d), (ii) the Debtor's use of Cash Collateral pursuant to Bankruptcy Code § 363(c), (iii) the use, sale or lease of the Collateral (other than Cash Collateral) pursuant to Bankruptcy Code § 363(c) or (iv) the imposition of the automatic stay pursuant to Bankruptcy Code § 362(a) as follows:

(i) The Debtor shall make adequate protection payments to the Lenders during the four month period from October 2019 through and including January 2020, in the amount of $75,000 per month (the "Adequate Protection Payment"), to be applied as follows: (a) for the months of October 2019 through December, 2019 (i) $15,000 to CFI with respect to the Factoring Agreement and (ii) $60,000 to CCG with respect to the Secured Financings; and (b) for the month of January, 2020, (i) $5,000 to CFI with respect to the Factoring Agreement and (ii) $70,000 to CCG with respect to the Secured Financings. From and after February 2020, the Debtor shall make a single Adequate Protection Payment to CCG in the amount of $75,000 per month with respect to the Secured Financings. Between the 5th and 25th day of each month during the Chapter 11 Case, the Lenders are authorized, but not required, to fund the Adequate Protection Payment directly from monies held by CFI in the Debtor's factoring Reserve Account; provided, however, that the Debtor shall be required to pay to Lenders the balance of any monthly Adequate Protection Payment owed if monies held in the Reserve Account are insufficient to fund such Adequate Protection Payment in full;

(ii) the Lenders shall be and hereby are granted (effective upon the date of this Order and without the necessity of the execution by the Debtor of mortgages, security agreements, pledge agreements, financing statements or otherwise), valid and perfected, replacement security interests in, and liens on (the "Replacement Liens"), all of the Debtor's right, title and interest in, to and under the Collateral, subject only to (x) the Carve-Out, (y) the Liens granted pursuant to this Order and the Pre-Petition Agreements to the Lenders to secure the Post-Petition Indebtedness, and (z) any Specific Equipment PMSI Liens (after giving effect to this Order) prior in interest and senior to the Liens granted to the Lenders pursuant to this Order and the Pre-Petition Agreements; and

(iii) the Lenders shall be and hereby are granted, pursuant to Bankruptcy Code § 364(c)(1), Superpriority Claims, junior only to (x) the Superpriority Claims granted pursuant to this Order to the Lenders in respect of the Post-Petition Financing and (y) the Carve-Out.

8. Under the circumstances, the adequate protection provided herein is reasonable and sufficient to protect the interests of the Lenders; provided, however, that nothing herein contained shall affect or impair the Lenders' right to seek additional adequate protection of its interests. Notwithstanding any other provision hereof, the grant of adequate protection to the Lenders pursuant hereto is without prejudice to (a) the right of the holders of any Specific Equipment PMSI Liens to seek modification of the grant of adequate protection provided hereby so as to provide different or additional adequate protection, and (b) the right of the Debtor or any other party in interest to contest any such modification.

9. Except as set forth in Paragraphs 5 and 6 hereof, the Liens and Replacement Liens shall be prior and senior to all liens and encumbrances (other than Specific Equipment PMSI Liens) of all other

secured creditors in and to such Collateral granted, or arising, after the Petition Date (including, without limitation, liens and security interests, if any, granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of the Debtor). The Liens and Replacement Liens granted pursuant to this Order shall constitute valid and duly perfected security interests and liens, and the Lenders shall not be required to file or serve financing statements, notices of lien or similar instruments in respect of the Pre-Petition Loan Indebtedness which otherwise may be required under federal or state law in any jurisdiction, or take any action, including taking possession, to validate and perfect such security interests and liens; and the failure by the Debtor to execute any documentation relating to the Liens or Replacement Liens shall in no way affect the validity, perfection or priority of such Liens or Replacement Liens. If, however, the Lenders at its sole discretion shall determine to file any such financing statements, notices of lien or similar instruments, or to otherwise confirm perfection of such Liens or Replacement Liens, the Debtor is directed to cooperate with and assist in such process, the stay imposed by Bankruptcy Code § 362(a) is hereby lifted to allow the filing and recording of a certified copy of this Order or any such financing statements, notices of lien or similar instruments, and all such documents shall be deemed to have been filed or recorded at the time of and on the date of this Order.

10. Except as provided in a Final Order and without prejudice to the rights of any other party (but subject to the limitations thereon described below in Paragraph 26), proceeds or payments received by the Lenders with respect to the Collateral upon which the Lenders had and have security interests or liens shall be applied as follows:

a. first, to the payment of all reasonable costs, fees and expenses, including attorneys' fees of the Lenders;

b. second, to the payment of Pre-Petition Loan Indebtedness consisting of accrued and accruing interest;

c. third, to the payment of Pre-Petition Loan Indebtedness consisting of principal;

d. fourth, to the payment of Post-Petition Indebtedness including all accrued and accruing interest, costs and expenses, including reasonable attorneys' fees; and

e. fifth, to the payment of the Post-Petition Indebtedness consisting of principal;

provided, however, that the Court reserves the right to re-allocate such payments in the event and to the extent that it is determined by the Court that the Lenders did not maintain valid, perfected and enforceable liens on any of the Pre-Petition Collateral. If, in the course of this Chapter 11 Case, and contrary to the above provisions, the Court grants liens or security interests to others pursuant to Bankruptcy Code § 364(d) or any other provision of the Bankruptcy Code, which liens or security interests are senior or equal to the liens or security interests of the Lenders in the Collateral described above (collectively, "Subsequent Liens"), then any proceeds of loans or extensions of credit secured by such Subsequent Liens shall be applied first to payment of the Pre-Petition Loan Indebtedness, including all attorneys' fees, costs and expenses, and the Lenders shall retain all liens and security interests held by it on the Collateral until all of the Pre-Petition Loan Indebtedness is paid in full, and then to the Post-Petition Indebtedness.

11. Attached hereto as **Exhibit A** is a Budget (the "Budget") for the period from September 30, 2019 through and including December 31, 2019, which has been consented to by the Lenders. The Budget reflects, on a line-item basis, anticipated cash receipts and expenditures on a weekly basis and includes all necessary and required expenses that the Debtor expects to incur during each month of the Budget. The Debtor shall be authorized to use the proceeds of the Post-Petition Indebtedness and the Collateral only for payment of such items as are set forth in the Budget and subject to the terms and conditions set forth in the Pre-Petition Agreements and this Order. The Budget shall be revised by the end of each month during the period of this Order, and which shall remain subject to the consent of the Lenders each month. Not later than the second (2nd) business day of each week commencing with the second week of the period covered by the Budget, the Debtor shall provide the Lenders with a variance report reflecting, on a line-item basis, the actual cash disbursements and revenues for the preceding week and the percentage variance (the "Variance Percent") of such actual disbursements and revenues from

those reflected in the Budget for that period. Revenues less than ninety percent (90%) of the budgeted amount for (a) the first two-week period of the Budget, (b) the first three-week period of the Budget, and (c) any consecutive four-week period of the Budget ("Allowed Revenue Variance") shall constitute an Event of Default in accordance with the provisions of this Order. Any disbursement by the Debtor other than for budgeted amounts as set forth in the Budget shall constitute an Event of Default in accordance with the provisions of this Order unless the Lenders consents to those changes in writing; provided, however, that the Debtor may make payments in excess of the total budgeted disbursements so long as (i) the Variance Percent of the aggregate of all actual disbursements for each week shall not exceed ten percent (10.0%) of the budgeted disbursements for that week; and (ii) the Variance Percent of the aggregate of all actual disbursements for (a) the first two-week period of the Budget, (b) the first three-week period of the Budget, and (c) any consecutive four-week period shall not exceed ten percent (10.0%) of the aggregate of all budgeted disbursements for such four-week period (subsections (i) and (ii) above are collectively, the "Allowed Disbursement Variance"). For the avoidance of doubt, any amount included in the Budget that is not incurred or paid during a particular week shall be permitted to be carried over into subsequent weeks of the Budget.

12. The Debtor shall continue use of its existing bank accounts and cash management systems until such time as the Debtor has established the debtor-in-possession accounts as required by this Court's debtor-in-possession order.

13. Upon entry of this Order, the Debtor shall make a representation to the Lenders that all cash, checks, notes, drafts, instruments, acceptances or other property representing cash or other proceeds of the Prepetition Collateral has been properly accounted for. All cash, checks, notes, drafts, instruments, acceptances and other property in the nature of items of payment representing proceeds of property and interests in property of the Debtor (collectively, "Cash Proceeds") currently in the possession of the Debtor or in any accounts in financial institutions, including any depository accounts, shall be deemed proceeds of the Collateral unless such proceeds are specifically identified as not being proceeds of Collateral.

14. The agreement by the Lenders to make any Post-Petition Financing available to the Debtor and the agreement of the Lenders to allow the use of Cash Collateral and the Collateral shall continue until and shall include December 31, 2019, or such earlier date as all Pre-Petition Loan Indebtedness and Post-Petition Indebtedness is paid in full (the "Term"), unless terminated prior to this date upon the occurrence of the Termination Date or otherwise pursuant to the terms of the Pre-Petition Agreements, this Order, or the Final Order.

15. If a Default or an Event of Default (as defined in the Pre-Petition Agreements or in this Order) occurs and in addition to any of the Lenders' rights regarding funding under the Pre-Petition Agreements, the Lenders shall have the right to immediately suspend funding under the Post-Petition Financing and, upon the Lenders providing five (5) business days' written notice to the Debtor, the Office of the United States Trustee, and any statutory committees appointed in this Chapter 11 Case ("Default Notice"), the Lenders may terminate the Post-Petition Financing facility (the date of any such termination, the "Termination Date") and declare the Loans to be immediately due and payable, and the automatic stay pursuant to Bankruptcy Code § 362(a) shall be deemed lifted and modified, without further order of this Court, to permit the Lenders to exercise any and all of its rights and remedies under the Pre-Petition Agreements and this Order; provided, however, that the obligations and rights of the Lenders and the Debtor with respect to all transactions which have occurred prior to the Termination Date shall remain unimpaired and unaffected by any such termination and shall survive such termination (including the Carve-Out); and provided further that upon such termination the Lenders shall be deemed to have retained all of its rights and remedies, including, without limitation, as provided in the Pre-Petition Agreements and under the Bankruptcy Code. The Debtor's right to use Cash Collateral shall terminate automatically on the Termination Date; provided however that subsequent to the issuance of the Default Notice the Debtor may seek entry of an Order after notice and hearing allowing use of Cash Collateral and prohibiting the Lenders from taking the actions contemplated in this Paragraph 15.

16. An "Event of Default" under this Order shall include: (i) the entry of an order dismissing this Chapter 11 Case or converting this Chapter 11 Case to a Chapter 7 case, (ii) the entry of an order

appointing a Chapter 11 trustee in this Chapter 11 Case, (iii) the entry of an order granting any other claim superpriority status or a lien equal or superior to the liens granted to the Lenders (except pursuant to an order under Bankruptcy Code § 506(c)), (iv) the entry of an order staying, reversing, vacating or otherwise modifying the Post-Petition Financing under this Order (except as modified in a Final Order acceptable to Lenders) without the Lenders' prior written consent, (v) the entry of an order in this Chapter 11 Case appointing an examiner having enlarged powers beyond those set forth under Bankruptcy Code § 1106(a)(3) and (4), (vi) an Event of Default or Default under the Pre-Petition Agreements (except for the filing of this Chapter 11 Case), other than an existing default or one related to any financial covenants or to the filing of this Chapter 11 Case or the consequences thereof, (vii) any material representation or material warranty by the Debtor to the Lenders that is incorrect or misleading in any material respect when made, (viii) there shall occur a material change the Debtor's business and assets as a going concern or a change of control shall occur other than pursuant to a plan of reorganization or sale approved by the Lenders, (ix) the entry of any order granting any relief from the automatic stay in an amount in excess of $50,000 so as to allow a third party to proceed against any material asset or assets of the Debtor, other than relating to assets subject to Specific Equipment PMSI Liens which, if granted, will not materially or adversely affect the Debtor's current business operations, (x) the entry of a Final Order shall not have occurred within thirty (30) days after the Petition Date, (xi) the commencement by the Debtor of actions adverse to the Lenders or its rights and remedies under this Order, a Final Order approving the Motion, or any other Bankruptcy Court order, (xii) the failure to pay in full the Post-Petition Indebtedness by the last day of the Term, (xii) the Allowed Revenue Variance or the Allowed Disbursement Variance as set forth in Paragraph 11 herein, is exceeded, or (xiv) the failure to comply with the Minimum Plan Provisions (as defined in Paragraph 20). The term "<u>Default</u>" herein means the occurrence of any event which, except for the passage of time or the giving of notice, or both, would constitute an Event of Default (as defined in the Pre-Petition Agreements or in this Order). The term "<u>Default</u>" herein means the occurrence of any event (including the Debtor's breach of, and/or failure to perform, any of the Debtor's obligations to any of the Lenders under the Pre-Petition Agreements or this Order) which, except for the passage of time or giving of notice, or both, would constitute, without limitation, any Default, Event of Default, event of default, default and/or such similar term defined and/or otherwise referenced in the Pre-Petition Agreements or in this Order.

17. Upon the occurrence of a Default or an Event of Default, the Lenders may exercise their rights and remedies and take all or any of the following actions without further modification of the automatic stay pursuant to Bankruptcy Code § 362, which is hereby deemed modified and vacated to the extent necessary to permit such exercise of rights and remedies and the taking of such actions and without further order of or application to this Court: (a) suspend all Post-Petition Financing and loans to the Debtor, and enjoin and prohibit the Debtor from using Cash Collateral to the extent that such Default or Event of Default would permit such relief under the Pre-Petition Agreements, as amended hereby; (b) suspend amounts in any accounts maintained with the Lenders, or otherwise enforce rights against all or part of any Collateral in the possession of the Lenders to the extent that such Default or Event of Default would permit such relief under the Pre-Petition Agreements, as amended hereby; and/or (c) subject to the provisions of Paragraph 15 above, take any other action or exercise any other right or remedy of the Lenders under the Pre-Petition Agreements, this Order or by operation of law. Upon the Debtor's receipt of a Default Notice, it shall immediately cease making any disbursements except those already accrued in accordance with the Budget, subject to further order of the Court after notice and a hearing. To the extent of any inconsistencies between the provisions of this Paragraph 17 and Paragraph 15, the provisions of Paragraph 15 shall control.

18. Without further order of this Court, and in consideration of other accommodations provided by the Lenders, the Debtor shall reimburse the Lenders for all reasonable out-of-pocket filing and recording fees, if any, reasonable attorneys' and paralegals' fees, Lenders' Consultants (as defined below), and costs and expenses and internal audit fees and expenses incurred by the Lenders: (i) in the preparation and implementation of this Order and the various Loans and other Post-Petition Financing, (ii) in the representation of the Lenders in the Chapter 11 Case proceedings, and (iii) as otherwise provided in the Pre-Petition Agreements. Copies of invoices for the Lenders' attorneys shall be provided

upon request to the United States Trustee and the Official Committee of Unsecured Creditors, if appointed. Subject to the Lenders' discretion, the reimbursement contemplated hereby may be made by deducting such amounts from collections of the Lenders or by adding such amounts to the Post-Petition Indebtedness.

19. The Debtor is hereby required to deliver to the Lenders such other financial and other information concerning the business and affairs of the Debtor as the Lenders shall reasonably request from time to time, including, without limitation, the financial reports and information provided to the Lenders under the Pre-Petition Agreements, provided however that the Debtor reserves its right to claim that any such documents are protected under attorney-client privilege to the extent permitted under applicable law. The Debtor shall cooperate with and permit the Lenders to perform physical inventories of all assets in the Debtor's facilities at any reasonable times requested by the Lenders. The Debtor shall respond to the Lenders' reasonable requests for detailed information as to the extent and composition of the Collateral and any collections thereon.

20. Any plan of reorganization filed by the Debtor shall include terms no less favorable than the following treatment of Lenders' secured claims (the "Minimum Plan Provisions"): (a) Lenders shall have allowed fully-secured claims for the full outstanding amounts due under the Factoring Agreement and the Secured Financings at the time of plan confirmation, (b) the Debtor shall pay CCG's allowed secured claim on the same terms as presently due under the Secured Financings (that is, by payment of no less than $83,206.66 per month), and (c) the Pre-Petition Loan Indebtedness and Post-Petition Indebtedness shall be paid in full. The Debtor may not revise or modify the Minimum Plan Provisions without the Lenders' prior written consent. For the avoidance of doubt, the Lenders reserve all of their rights to object to any plan of reorganization or liquidation filed by the Debtor regardless of whether such plan includes the Minimum Plan Provisions.

21. Having been found to be extending credit and making Loans to the Debtor in good faith, the Lenders shall be entitled to the full protection of Bankruptcy Code § 364(e) with respect to the Post-Petition Financing and the Liens created or authorized by this Order in the event that this Order or any

authorization contained herein is stayed, vacated, reversed or modified on appeal. Any stay, modification, reversal or vacation of this Order shall not affect the validity of any obligation of the Debtor to the Lenders incurred pursuant to this Order. Notwithstanding any such stay, modification, reversal or vacation, all Loans made pursuant to this Order, all use of Cash Collateral and all other Post-Petition Financing incurred by the Debtor pursuant hereto or the Pre-Petition Agreements prior to the effective date of any such stay, modification, reversal or vacation, shall be governed in all respects by the provisions hereof and the Lenders shall be entitled to all the rights, privileges and benefits of this Order, including without limitation, the Liens, Replacement Liens and Superpriority Claims granted herein.

22. The transactions contemplated by the Post-Petition Financing are not intended to provide the Lenders with sufficient control over the Debtor so as to subject the Lenders to any liability (including, without limitation, environmental liability as an "owner," "operator," or "responsible person" as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorizations Act of 1986) in connection with the management of the Debtor's business or any of the Debtor's properties. By providing the Post-Petition Financing or taking any actions pursuant to this Order, the Lenders shall not, solely by reason thereof: (a) be deemed to be in control of the operations or sale of the Debtor; or (b) be deemed to be acting as a "responsible person" or "owner or operator" with respect to the operation, management or sale of the Debtor.

23. The provisions of this Order and any actions taken pursuant hereto shall survive entry of any order, including without limitation (a) confirming any plan of reorganization in this Chapter 11 Case (and the Post-Petition Financing shall not be discharged by the entry of any such order or pursuant to Bankruptcy Code § 1141(d)(4)); (b) converting this Chapter 11 Case to a Chapter 7 case; or (c) dismissing this Chapter 11 Case, and the terms and provisions of this Order as well as the Superpriority Claims, Liens and Replacement Liens granted pursuant to this Order and the Pre-Petition Agreements shall continue in full force and effect notwithstanding the entry of such order, and such Superpriority Claims, Liens and Replacement Liens shall maintain their priority as provided by this Order

until all Pre-Petition Loan Indebtedness and all Post-Petition Indebtedness is indefeasibly paid in full and discharged.

24. The Lenders may, at their sole discretion, retain additional third party consultants selected by the Lenders to review matters pertaining to the business and properties of the Debtor, each at the Debtor's sole reasonable expense (collectively, the "Lenders' Consultants"), which expense shall not affect the payment of any other budgeted items in the Budget, and (ii) shall constitute Post-Petition Indebtedness of the Debtor. The Debtor will permit the Lenders' Consultants to examine the respective corporate, financial and operating records, and, at the Debtor's sole reasonable expense, make copies thereof, inspect the assets, properties, operations and affairs of the Debtor, visit any or all of the offices of the Debtor to discuss such matters with their officers, independent auditors, accountants or consultants (and the Debtor hereby authorizes such independent auditors, accountants and consultant to discuss such matters with the Lenders' Consultants), and the Debtor will cooperate with the Lenders' Consultants in all reasonable respects. Copies of invoices for the Lenders' Consultants shall be provided upon request to the Office of the United States Trustee.

25. Subject to the Final Order, in consideration for the Post-Petition Financing, the Debtor on behalf of itself and its successors and assigns (collectively, the "Releasors"), shall forever release, discharge and acquit the Lenders and their officers, directors, employees, agents, attorneys and predecessors in interest (collectively, the "Releasees") of and from any and all claims, demands, damages, liabilities, responsibilities, disputes, remedies, actions, causes of action, indebtedness and obligations, of every type, including, without limitation, any so-called "lender liability" claims or defenses, which arose on or prior to the date this Order is entered with respect to the Debtor, the Pre-Petition Loan Indebtedness, the Collateral, the Pre-Petition Agreements, the Post-Petition Indebtedness or the Post-Petition Financing.

26. Subject to the Final Order, the findings contained in recital paragraphs of this Order and the releases granted in Paragraph 25 of this Order shall be binding upon all parties in interest, including without limitation, the Debtor and any statutory committees appointed in this Chapter 11 Case, unless a party in interest has properly filed an adversary proceeding or commenced a contested matter (subject to

the limitations set forth in Paragraph 6) challenging the amount, validity, enforceability, perfection or priority of the Pre-Petition Loan Indebtedness or the Lenders' liens on the Pre-Petition Collateral in respect thereof, no later than a date that is forty-five (45) days after the Petition Date, except as to any statutory committee appointed in this Chapter 11 Case, which shall have forty-five (45) days after the date such committee is appointed, and the Court subsequently enters a judgment in favor of the plaintiff in any such timely and properly filed adversary proceeding or contested matter. If no such adversary proceeding or contested matter is properly commenced as of such respective date, the Pre-Petition Loan Indebtedness shall constitute an allowed fully secured claim, not subject to subordination and otherwise unavoidable respectively. Subject only to the rights set forth in this paragraph, for all purposes in this Chapter 11 Case and any subsequent Chapter 7 case, the Lenders' liens on the Pre-Petition Collateral shall be deemed legal, valid, binding, perfected, not subject to defense, counterclaim, offset of any kind, subordination and otherwise unavoidable, and the Lenders, the Pre-Petition Loan Indebtedness and the Lenders' liens on the Pre-Petition Collateral shall not be subject to any other or further challenge by any party in interest seeking to exercise the rights of the Debtor's estates, including without, limitation, any successor thereto. If any such adversary proceeding or contested matter is properly commenced as of such date, the findings contained in the recital paragraphs of this Order shall nonetheless remain binding on all parties in interest except to the extent that such findings were expressly challenged in such adversary proceeding or contested matter, and all claims other than those claims raised in such challenge shall be subject to the release contained in Paragraph 25 of this Order. If such adversary proceeding or contested matter is dismissed or adjudicated in favor of the Lenders, the findings and releases contained herein shall be effective. For the avoidance of doubt, any trustee appointed or elected in this case shall, until the expiration of the periods provided herein for commencing an adversary proceeding or contested matter, and thereafter for the duration of any adversary proceeding or contested matter commenced pursuant to this Paragraph 26 (whether commenced by such trustee or commenced by any other party in interest on behalf of the Debtor's estate), be deemed to be a party other than the Debtor and shall not, for purposes of such adversary proceeding or contested matter, be bound by the acknowledgments, admissions, confirmations, stipulations and waivers of the Debtor in this Order.

27. The provisions of this Order shall be binding upon and inure to the benefit of the Lenders and its successors and assigns, and the Debtor, and its successors and assigns, including any trustee or other fiduciary hereafter appointed in this Chapter 11 Case as a legal representative of the Debtor or the Debtor's estate.

28. The Lenders shall have the right to "credit bid" the amount of the Pre-Petition Loan Indebtedness (unless the Court orders otherwise for cause) and the Post-Petition Indebtedness as of the date of such bid during any sale of all or substantially all of the Debtor's assets to the extent it includes the sale of any Collateral, including without limitation, sales occurring pursuant to Bankruptcy Code § 363 or included as part of any restructuring plan subject to confirmation under Bankruptcy Code § 1129(b)(2)(A)(iii).

29. Subject to and conditioned upon entry of a Final Order, in no event shall the Lenders be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any Collateral.

30. The Lenders shall not be required to file a Proof of Claim in this Chapter 11 Case.

31. The Debtor is authorized to perform all acts, and execute and comply with the terms of such other documents, instruments and agreements in addition to the Pre-Petition Agreements, as the Lenders may reasonably require, as evidence of and for the protection of the Post-Petition Financing, or which otherwise may be deemed reasonably necessary by the Lenders to effectuate the terms and conditions of this Order and the Pre-Petition Agreements.

32. To the extent there exists any conflict between the Pre-Petition Agreements and the terms of this Order, this Order shall govern.

33. Notwithstanding Bankruptcy Rules 6003 and 6004 or any other Bankruptcy Rule, this Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Order.

34. The terms of this Order apply to any and all financing provided by any of the Lenders through and including October 16, 2019. The Second Interim Hearing will be held on October 16, 2019 at 2:00 p.m. in Harrisonburg, Virginia The Debtor shall, within two (2) days of entry of this Interim Order, mail copies via e-mail and regular mail of a notice of the entry of this Order and the date of the Second Interim Hearing, together with a copy of this Order to any party which has filed prior to such date a request for notices with this Court, to all Secured Creditors (and their counsel, if known), to any counsel for any statutory committee of unsecured creditors appointed pursuant to Bankruptcy Code § 1102, and all parties listed on the List of 20 Largest Unsecured Creditors List. The notice of entry of this Order shall state that any party in interest objecting to the Post-Petition Financing after October 16, 2019 (on the same terms as set forth in this Interim Order) shall file written objections with the Clerk of the United States Bankruptcy Court for the Western District of Virginia, by no later than 3:00 p.m. on October 15, 2019. Objections shall be served so that the same are received on or before such date and time by: (a) counsel for the Debtor, (b) counsel for the Lenders, and (c) the Office of the United States Trustee.

END OF ORDER

We ask for this:

By: /s/ Hannah W. Hutman
Dale A. Davenport (VSB #016268)
ddavenport@hooverpenrod.com
Hannah W. Hutman (VSB#79635)
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HOOVER PENROD PLC
342 South Main Street
Harrisonburg, Virginia 22801
540/433-2444
540/433-3916 (Facsimile)
Proposed Counsel for the Debtors/Movants

Seen and agreed:

/s/ B. Webb King
VSB #47044
Trial Attorney for the United States Trustee
Webb.King@usdoj.gov
540-857-2838

/s/Christopher Jones
Christopher Jones (VSB #40064)
Whiteford, Taylor & Preston, LLP
Counsel for Commercial Funding Inc. f/k/a Transfac, Inc.
and Commercial Credit Group, Inc.

EXHIBIT A

		Wkly Budget	Wkly Budget	Wkly Budget	Wkly Budget	Wkly Budget	Wkly Budget	Wkly Budget	Wkly Budget	Wkly Budget	Wkly Budget	Wkly Budget	Wkly Budget
		Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12
OPERATING REVENUE AND E	300000	Wk 1 Oct	Wk 2 Oct	Wk 3 Oct	Wk 4 Oct	Wk 5 Oct	Wk 1 Nov	Wk 2 Nov	Wk 3 Nov	Wk 4 Nov	Wk 1 Dec	Wk 2 Dec	Wk 3 Dec
CARRIER OPERATING REVEN	300100	60	62	64	66	68	70	72	74	76	78	80	82
FREIGHT REVENUE	300200	Trucks Running	Trucks Running	Trucks Running	Trucks Running	Trucks Running	Trucks Running	Trucks Running	Trucks Running	Trucks Running	Trucks Running	Trucks Running	Trucks Running
CASH ON HAND	N/A	$ 47,757.29	$ 65,220.53	$ 83,938.61	$ 103,911.53	$ 125,139.28	$ 147,621.87	$ 168,250.68	$ 190,134.33	$ 213,272.82	$ 237,666.14	$ 266,422.91	$ 296,434.51
GENERAL HAULING INCOME	302000	$ 149,247.89	$ 154,222.82	$ 159,197.75	$ 164,172.68	$ 169,147.61	$ 174,122.54	$ 179,097.47	$ 184,072.40	$ 189,047.33	$ 194,022.26	$ 198,997.19	$ 203,972.12
TRAILER RENTAL INCOME	390001	$ 9,049.56	$ 9,351.21	$ 9,652.87	$ 9,954.52	$ 10,256.17	$ 10,557.82	$ 10,859.47	$ 11,161.13	$ 11,462.78	$ 11,764.43	$ 12,066.08	$ 12,367.73
FUEL SURCHARGE INCOME	390003	$ 22,929.68	$ 23,694.00	$ 24,458.32	$ 25,222.65	$ 25,986.97	$ 26,751.29	$ 27,515.61	$ 28,279.94	$ 29,044.26	$ 29,808.58	$ 30,572.91	$ 31,337.23
DROPOFF CHARGES	390005	$ 679.46	$ 702.11	$ 724.76	$ 747.41	$ 770.06	$ 792.70	$ 815.35	$ 838.00	$ 860.65	$ 883.30	$ 905.95	$ 928.60
UNLOADING CHARGES	390006	$ 608.78	$ 629.07	$ 649.36	$ 669.66	$ 689.95	$ 710.24	$ 730.53	$ 750.83	$ 771.12	$ 791.41	$ 811.70	$ 832.00
TRUCK DETENTION	390008	$ 346.53	$ 358.08	$ 369.63	$ 381.18	$ 392.73	$ 404.28	$ 415.83	$ 427.39	$ 438.94	$ 450.49	$ 462.04	$ 473.59
TRUCK LAYOVER	390009	$ 22.29	$ 23.03	$ 23.77	$ 24.51	$ 25.26	$ 26.00	$ 26.74	$ 27.49	$ 28.23	$ 28.97	$ 29.71	$ 30.46
DEADHEAD MILES INCOME	390012	$ 198.89	$ 205.52	$ 212.15	$ 218.78	$ 225.41	$ 232.04	$ 238.67	$ 245.30	$ 251.92	$ 258.55	$ 265.18	$ 271.81
SHUTTLE CHARGES	390105	$ 19,911.24	$ 19,911.24	$ 19,911.24	$ 19,911.24	$ 19,911.24	$ 19,911.24	$ 19,911.24	$ 19,911.24	$ 19,911.24	$ 19,911.24	$ 19,911.24	$ 19,911.24
SCALE CHARGES	390200	$ 3.43	$ 3.54	$ 3.66	$ 3.77	$ 3.89	$ 4.00	$ 4.11	$ 4.23	$ 4.34	$ 4.46	$ 4.57	$ 4.69
TOTAL FREIGHT REVENUE		**$ 202,997.74**	**$ 209,100.63**	**$ 215,203.51**	**$ 221,306.39**	**$ 227,409.28**	**$ 233,512.16**	**$ 239,615.04**	**$ 245,717.93**	**$ 251,820.81**	**$ 257,923.69**	**$ 264,026.58**	**$ 270,129.46**
CARRIER OPERATING EXPEN	400000												
SALARIES & WAGES/OTHER	420000												
OFFICE EMPLOYEES	420100	$ (9,434.41)	$ (9,434.41)	$ (9,434.41)	$ (9,434.41)	$ (9,434.41)	$ (11,793.02)	$ (11,793.02)	$ (11,793.02)	$ (11,793.02)	$ (9,434.41)	$ (9,434.41)	$ (9,434.41)
MECHANICS	420200	$ (4,857.25)	$ (4,857.25)	$ (4,857.25)	$ (4,857.25)	$ (4,857.25)	$ (4,857.25)	$ (4,857.25)	$ (4,857.25)	$ (4,857.25)	$ (4,857.25)	$ (4,857.25)	$ (4,857.25)
LOCAL DRIVERS	420400	$ (578.47)	$ (578.47)	$ (578.47)	$ (578.47)	$ (578.47)	$ (578.47)	$ (578.47)	$ (578.47)	$ (578.47)	$ (578.47)	$ (578.47)	$ (578.47)
OTR & REGIONAL DRIVERS	420500	$ (48,120.05)	$ (49,724.05)	$ (51,328.05)	$ (52,932.05)	$ (54,536.05)	$ (56,140.05)	$ (57,744.05)	$ (59,348.06)	$ (60,952.06)	$ (62,556.06)	$ (64,160.06)	$ (65,764.06)
PAYROLL ADMIN FEE	425100	$ (1,958.01)	$ (2,023.27)	$ (2,088.54)	$ (2,153.81)	$ (2,219.08)	$ (2,284.34)	$ (2,349.61)	$ (2,414.88)	$ (2,480.14)	$ (2,545.41)	$ (2,610.68)	$ (2,675.94)
TOTAL SALARIES & WAGES/OTHE		**$ (64,948.18)**	**$ (66,617.45)**	**$ (68,286.72)**	**$ (69,955.99)**	**$ (71,625.26)**	**$ (75,653.14)**	**$ (77,322.40)**	**$ (78,991.67)**	**$ (80,660.94)**	**$ (79,971.60)**	**$ (81,640.87)**	**$ (83,310.14)**
OTHER FRINGES	440000												
FUTA-FEDERAL UNEMPLOYME	441000	$ (213.89)	$ (221.02)	$ (228.15)	$ (235.28)	$ (242.41)	$ (249.54)	$ (256.67)	$ (263.80)	$ (270.93)	$ (278.06)	$ (285.19)	$ (292.32)
SUTA-STATE UNEMPLOYMENT	442000	$ (990.36)	$ (1,023.37)	$ (1,056.38)	$ (1,089.40)	$ (1,122.41)	$ (1,155.42)	$ (1,188.43)	$ (1,221.44)	$ (1,254.46)	$ (1,287.47)	$ (1,320.48)	$ (1,353.49)
WORKERS' COMPENSATION I	443000	$ (3,982.51)	$ (4,115.26)	$ (4,248.01)	$ (4,380.76)	$ (4,513.51)	$ (4,646.26)	$ (4,779.01)	$ (4,911.76)	$ (5,044.51)	$ (5,177.26)	$ (5,310.01)	$ (5,442.76)
GROUP HEALTH INSURANCE	444100	$ (3,248.89)	$ (3,357.19)	$ (3,465.48)	$ (3,573.78)	$ (3,682.08)	$ (3,790.37)	$ (3,898.67)	$ (4,006.97)	$ (4,115.26)	$ (4,223.56)	$ (4,331.85)	$ (4,440.15)
BANNER LIFE INSURANCE C	444200	$ (69.80)	$ (72.13)	$ (74.45)	$ (76.78)	$ (79.11)	$ (81.43)	$ (83.76)	$ (86.09)	$ (88.41)	$ (90.74)	$ (93.07)	$ (95.40)
DENTAL/LIFE INSURANCE	444300	$ (435.26)	$ (449.77)	$ (464.27)	$ (478.78)	$ (493.29)	$ (507.80)	$ (522.31)	$ (536.82)	$ (551.33)	$ (565.83)	$ (580.34)	$ (594.85)
AFLAC INSURANCE	444400	$ (135.36)	$ (139.88)	$ (144.39)	$ (148.90)	$ (153.41)	$ (157.92)	$ (162.44)	$ (166.95)	$ (171.46)	$ (175.97)	$ (180.48)	$ (185.00)
401K EMPLOYER CONTRIBUT	444401	$ (69.30)	$ (71.61)	$ (73.92)	$ (76.23)	$ (78.54)	$ (80.85)	$ (83.16)	$ (85.47)	$ (87.78)	$ (90.09)	$ (92.40)	$ (94.71)
LAUNDRY AND LINENS	444900	$ (357.35)	$ (369.26)	$ (381.17)	$ (393.09)	$ (405.00)	$ (416.91)	$ (428.82)	$ (440.73)	$ (452.64)	$ (464.56)	$ (476.47)	$ (488.38)
FICA-MEDICARE/SOCIAL SE	446000	$ (5,761.88)	$ (5,953.95)	$ (6,146.01)	$ (6,338.07)	$ (6,530.13)	$ (6,722.20)	$ (6,914.26)	$ (7,106.32)	$ (7,298.39)	$ (7,490.45)	$ (7,682.51)	$ (7,874.57)
TOTAL OTHER FRINGES		**$ (15,264.60)**	**$ (15,773.42)**	**$ (16,282.24)**	**$ (16,791.06)**	**$ (17,299.88)**	**$ (17,808.70)**	**$ (18,317.52)**	**$ (18,826.34)**	**$ (19,335.16)**	**$ (19,843.98)**	**$ (20,352.80)**	**$ (20,861.62)**
OPERATING SUPPLIES & EX	450000												
DIESEL FUEL	451000	$ (45,617.76)	$ (47,138.35)	$ (48,658.94)	$ (50,179.54)	$ (51,700.13)	$ (53,220.72)	$ (54,741.31)	$ (56,261.90)	$ (57,782.50)	$ (59,303.09)	$ (60,823.68)	$ (62,344.27)
GASOLINE	451001	$ (31.41)	$ (32.45)	$ (33.50)	$ (34.55)	$ (35.60)	$ (36.64)	$ (37.69)	$ (38.74)	$ (39.78)	$ (40.83)	$ (41.88)	$ (42.92)
OIL,LUBRICANTS, & COOLA	452000	$ (1,228.88)	$ (1,269.84)	$ (1,310.80)	$ (1,351.77)	$ (1,392.73)	$ (1,433.69)	$ (1,474.65)	$ (1,515.62)	$ (1,556.58)	$ (1,597.54)	$ (1,638.50)	$ (1,679.47)
TRACTOR MAINT	454000	$ (9,992.48)	$ (10,325.56)	$ (10,658.64)	$ (10,991.72)	$ (11,324.81)	$ (11,657.89)	$ (11,990.97)	$ (12,324.05)	$ (12,657.14)	$ (12,990.22)	$ (13,323.30)	$ (13,656.38)
TRAILER MAINTENANCE	454001	$ (1,323.88)	$ (1,368.01)	$ (1,412.14)	$ (1,456.27)	$ (1,500.40)	$ (1,544.52)	$ (1,588.65)	$ (1,632.78)	$ (1,676.91)	$ (1,721.04)	$ (1,765.17)	$ (1,809.30)
SHOP:OUTSIDE ROAD REPAI	454005	$ (3.24)	$ (3.35)	$ (3.46)	$ (3.57)	$ (3.68)	$ (3.78)	$ (3.89)	$ (4.00)	$ (4.11)	$ (4.22)	$ (4.33)	$ (4.43)
SHOP EXPENSES	454100	$ (394.54)	$ (407.69)	$ (420.84)	$ (433.99)	$ (447.14)	$ (460.29)	$ (473.44)	$ (486.60)	$ (499.75)	$ (512.90)	$ (526.05)	$ (539.20)
ROAD REPAIRS(TIRES)	454104	$ (939.30)	$ (970.61)	$ (1,001.92)	$ (1,033.23)	$ (1,064.54)	$ (1,095.85)	$ (1,127.16)	$ (1,158.47)	$ (1,189.78)	$ (1,221.09)	$ (1,252.40)	$ (1,283.71)
ROAD REPAIRS(MECHANICAL	454105	$ (1,058.27)	$ (1,093.54)	$ (1,128.82)	$ (1,164.10)	$ (1,199.37)	$ (1,234.65)	$ (1,269.92)	$ (1,305.20)	$ (1,340.47)	$ (1,375.75)	$ (1,411.02)	$ (1,446.30)
TOWING	454106	$ (508.94)	$ (525.91)	$ (542.87)	$ (559.84)	$ (576.80)	$ (593.76)	$ (610.73)	$ (627.69)	$ (644.66)	$ (661.62)	$ (678.59)	$ (695.55)
TIRES	455000	$ (3,327.69)	$ (3,438.61)	$ (3,549.53)	$ (3,660.46)	$ (3,771.38)	$ (3,882.30)	$ (3,993.22)	$ (4,104.15)	$ (4,215.07)	$ (4,325.99)	$ (4,436.92)	$ (4,547.84)
SCALES	456000	$ (57.67)	$ (59.59)	$ (61.51)	$ (63.44)	$ (65.36)	$ (67.28)	$ (69.20)	$ (71.12)	$ (73.05)	$ (74.97)	$ (76.89)	$ (78.81)
TOLLS	456100	$ (4,402.83)	$ (4,549.59)	$ (4,696.35)	$ (4,843.11)	$ (4,989.87)	$ (5,136.64)	$ (5,283.40)	$ (5,430.16)	$ (5,576.92)	$ (5,723.68)	$ (5,870.44)	$ (6,017.20)
ELECTRONIC LOGS	456200	$ (1,291.37)	$ (1,334.41)	$ (1,377.46)	$ (1,420.50)	$ (1,463.55)	$ (1,506.59)	$ (1,549.64)	$ (1,592.69)	$ (1,635.73)	$ (1,678.78)	$ (1,721.82)	$ (1,764.87)
TRANSACTION FEES	457000	$ (63.49)	$ (65.60)	$ (67.72)	$ (69.84)	$ (71.95)	$ (74.07)	$ (76.19)	$ (78.30)	$ (80.42)	$ (82.53)	$ (84.65)	$ (86.77)
COMMITMENT FEES	457100	$ (12.86)	$ (13.29)	$ (13.71)	$ (14.14)	$ (14.57)	$ (15.00)	$ (15.43)	$ (15.86)	$ (16.29)	$ (16.71)	$ (17.14)	$ (17.57)
CARGO DAMAGES AND SHORT	457500	$ (65.72)	$ (67.91)	$ (70.10)	$ (72.29)	$ (74.48)	$ (76.67)	$ (78.86)	$ (81.05)	$ (83.24)	$ (85.43)	$ (87.62)	$ (89.81)
ACCIDENT EXPENSES	457600	$ (119.66)	$ (123.65)	$ (127.64)	$ (131.63)	$ (135.62)	$ (139.61)	$ (143.60)	$ (147.59)	$ (151.58)	$ (155.56)	$ (159.55)	$ (163.54)
LUMPER EXPENSES	457800	$ (657.91)	$ (679.84)	$ (701.77)	$ (723.70)	$ (745.63)	$ (767.56)	$ (789.49)	$ (811.42)	$ (833.35)	$ (855.28)	$ (877.21)	$ (899.14)
PARKING FEES	458000	$ (17.14)	$ (17.71)	$ (18.29)	$ (18.86)	$ (19.43)	$ (20.00)	$ (20.57)	$ (21.14)	$ (21.71)	$ (22.29)	$ (22.86)	$ (23.43)
TRUCK WASHES	459000	$ (136.21)	$ (140.75)	$ (145.30)	$ (149.84)	$ (154.38)	$ (158.92)	$ (163.46)	$ (168.00)	$ (172.54)	$ (177.08)	$ (181.62)	$ (186.16)
DRIVER PHYSICALS	459100	$ (101.44)	$ (104.82)	$ (108.20)	$ (111.58)	$ (114.96)	$ (118.34)	$ (121.72)	$ (125.10)	$ (128.49)	$ (131.87)	$ (135.25)	$ (138.63)
DRUG AND ALCOHOL TESTIN	459200	$ (57.60)	$ (59.52)	$ (61.44)	$ (63.36)	$ (65.28)	$ (67.20)	$ (69.12)	$ (71.04)	$ (72.96)	$ (74.88)	$ (76.80)	$ (78.72)
CITATIONS	459400	$ (67.83)	$ (70.09)	$ (72.35)	$ (74.61)	$ (76.87)	$ (79.14)	$ (81.40)	$ (83.66)	$ (85.92)	$ (88.18)	$ (90.44)	$ (92.70)
CONTRACT AND OUTSIDE LA	459500	$ (126.00)	$ (130.20)	$ (134.40)	$ (138.60)	$ (142.80)	$ (147.00)	$ (151.20)	$ (155.40)	$ (159.60)	$ (163.80)	$ (168.00)	$ (172.20)
TOTAL OPERATING SUPPLIES		**$ (71,604.10)**	**$ (73,990.91)**	**$ (76,377.71)**	**$ (78,764.51)**	**$ (81,151.32)**	**$ (83,538.12)**	**$ (85,924.92)**	**$ (88,311.73)**	**$ (90,698.53)**	**$ (93,085.34)**	**$ (95,472.14)**	**$ (97,858.94)**
GENERAL SUPPLIES AND EX	460000												
OFFICE SUPPLIES	461000	$ (590.17)	$ (609.85)	$ (629.52)	$ (649.19)	$ (668.86)	$ (688.53)	$ (708.21)	$ (727.88)	$ (747.55)	$ (767.22)	$ (786.90)	$ (806.57)
SAFETY/RECRUITING EXPEN	462000	$ (430.00)	$ (444.33)	$ (458.67)	$ (473.00)	$ (487.33)	$ (501.67)	$ (516.00)	$ (530.33)	$ (544.67)	$ (559.00)	$ (573.33)	$ (587.67)
OFFICE REPAIRS & MAINTE	462500	$ (136.51)	$ (141.06)	$ (145.61)	$ (150.16)	$ (154.71)	$ (159.26)	$ (163.81)	$ (168.36)	$ (172.91)	$ (177.46)	$ (182.01)	$ (186.56)
EXPRESS MAIL EXPENSE	462700	$ (26.56)	$ (27.45)	$ (28.33)	$ (29.22)	$ (30.10)	$ (30.99)	$ (31.87)	$ (32.76)	$ (33.64)	$ (34.53)	$ (35.42)	$ (36.30)

ADVERTISING	463000	$ (485.42)	$ (501.60)	$ (517.78)	$ (533.96)	$ (550.14)	$ (566.32)	$ (582.50)	$ (598.68)	$ (614.86)	$ (631.04)	$ (647.22)	$ (663.40)
BANK/LOAN/CREDIT CD FEE	463100	$ (11.58)	$ (11.96)	$ (12.35)	$ (12.73)	$ (13.12)	$ (13.50)	$ (13.89)	$ (14.28)	$ (14.66)	$ (15.05)	$ (15.43)	$ (15.82)
DONATIONS	463500	$ (1.71)	$ (1.77)	$ (1.83)	$ (1.89)	$ (1.94)	$ (2.00)	$ (2.06)	$ (2.11)	$ (2.17)	$ (2.23)	$ (2.29)	$ (2.34)
COMPUTER LEASING	464000	$ (855.19)	$ (883.70)	$ (912.21)	$ (940.71)	$ (969.22)	$ (997.72)	$ (1,026.23)	$ (1,054.74)	$ (1,083.24)	$ (1,111.75)	$ (1,140.26)	$ (1,168.76)
ATTORNEY AND LEGAL	465000	$ (2,083.33)	$ (2,083.33)	$ (2,083.33)	$ (2,083.33)	$ (2,083.33)	$ (2,083.33)	$ (2,083.33)	$ (2,083.33)	$ (2,083.33)	$ (2,083.33)	$ (2,083.33)	$ (2,083.33)
UNITED STATES TRUSTEE	465100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ACCOUNTING	466000	$ (500.00)	$ (516.67)	$ (533.33)	$ (550.00)	$ (566.67)	$ (583.33)	$ (600.00)	$ (616.67)	$ (633.33)	$ (650.00)	$ (666.67)	$ (683.33)
RECONCILIATION EXPENSE	466100	$ (0.76)	$ (0.78)	$ (0.81)	$ (0.83)	$ (0.86)	$ (0.89)	$ (0.91)	$ (0.94)	$ (0.96)	$ (0.99)	$ (1.01)	$ (1.04)
TRAVEL AND ENTERTAINMEN	467000	$ (53.73)	$ (55.52)	$ (57.31)	$ (59.10)	$ (60.89)	$ (62.68)	$ (64.47)	$ (66.26)	$ (68.05)	$ (69.84)	$ (71.63)	$ (73.43)
MEALS	467001	$ (9.40)	$ (9.72)	$ (10.03)	$ (10.34)	$ (10.66)	$ (10.97)	$ (11.28)	$ (11.60)	$ (11.91)	$ (12.22)	$ (12.54)	$ (12.85)
LODGING	467100	$ (224.05)	$ (231.52)	$ (238.99)	$ (246.46)	$ (253.93)	$ (261.40)	$ (268.86)	$ (276.33)	$ (283.80)	$ (291.27)	$ (298.74)	$ (306.21)
COMPUTER SUPPORT & TRAI	468000	$ (334.87)	$ (346.04)	$ (357.20)	$ (368.36)	$ (379.52)	$ (390.69)	$ (401.85)	$ (413.01)	$ (424.17)	$ (435.34)	$ (446.50)	$ (457.66)
EMPLOYEE INCENTIVES	469000	$ (44.42)	$ (45.90)	$ (47.38)	$ (48.86)	$ (50.34)	$ (51.83)	$ (53.31)	$ (54.79)	$ (56.27)	$ (57.75)	$ (59.23)	$ (60.71)
TOTAL GENERAL SUPPLIES		**$ (5,787.71)**	**$ (5,911.19)**	**$ (6,034.67)**	**$ (6,158.15)**	**$ (6,281.63)**	**$ (6,405.11)**	**$ (6,528.59)**	**$ (6,652.07)**	**$ (6,775.54)**	**$ (6,899.02)**	**$ (7,022.50)**	**$ (7,145.98)**
OPERATING TAXES AND LIC	470000												
HEAVY HIGHWAY USE TAX	474000	$ (847.43)	$ (875.68)	$ (903.93)	$ (932.17)	$ (960.42)	$ (988.67)	$ (1,016.92)	$ (1,045.16)	$ (1,073.41)	$ (1,101.66)	$ (1,129.91)	$ (1,158.15)
TITLES	474100	$ (26.19)	$ (27.06)	$ (27.93)	$ (28.81)	$ (29.68)	$ (30.55)	$ (31.42)	$ (32.30)	$ (33.17)	$ (34.04)	$ (34.92)	$ (35.79)
SALES TAX EXPENSE	474200	$ (1.27)	$ (1.32)	$ (1.36)	$ (1.40)	$ (1.44)	$ (1.49)	$ (1.53)	$ (1.57)	$ (1.61)	$ (1.66)	$ (1.70)	$ (1.74)
REAL ESTATE & PERSL PRO	475000	$ (29.71)	$ (30.70)	$ (31.69)	$ (32.68)	$ (33.67)	$ (34.66)	$ (35.65)	$ (36.64)	$ (37.63)	$ (38.62)	$ (39.61)	$ (40.60)
FUEL TAXES	476000	$ (2,214.52)	$ (2,288.33)	$ (2,362.15)	$ (2,435.97)	$ (2,509.79)	$ (2,583.60)	$ (2,657.42)	$ (2,731.24)	$ (2,805.05)	$ (2,878.87)	$ (2,952.69)	$ (3,026.51)
MILEAGE TAXES	476500	$ (88.05)	$ (90.99)	$ (93.92)	$ (96.86)	$ (99.79)	$ (102.73)	$ (105.66)	$ (108.60)	$ (111.53)	$ (114.47)	$ (117.40)	$ (120.34)
LICENSES	478000	$ (1,497.62)	$ (1,547.54)	$ (1,597.46)	$ (1,647.38)	$ (1,697.31)	$ (1,747.23)	$ (1,797.15)	$ (1,847.07)	$ (1,896.99)	$ (1,946.91)	$ (1,996.83)	$ (2,046.75)
PERMITS	478100	$ (32.95)	$ (34.05)	$ (35.15)	$ (36.25)	$ (37.35)	$ (38.44)	$ (39.54)	$ (40.64)	$ (41.74)	$ (42.84)	$ (43.94)	$ (45.04)
REGISTRATION FEES	478400	$ (52.55)	$ (54.30)	$ (56.05)	$ (57.80)	$ (59.55)	$ (61.31)	$ (63.06)	$ (64.81)	$ (66.56)	$ (68.31)	$ (70.06)	$ (71.82)
TOTAL OPERATING TAXES AND L		**$ (4,790.29)**	**$ (4,949.96)**	**$ (5,109.64)**	**$ (5,269.32)**	**$ (5,428.99)**	**$ (5,588.67)**	**$ (5,748.35)**	**$ (5,908.02)**	**$ (6,067.70)**	**$ (6,227.38)**	**$ (6,387.05)**	**$ (6,546.73)**
INSURANCE	480000												
CARGO INSURANCE	482000	$ (536.58)	$ (536.58)	$ (536.58)	$ (536.58)	$ (536.58)	$ (536.58)	$ (536.58)	$ (536.58)	$ (536.58)	$ (536.58)	$ (536.58)	$ (536.58)
LIABILITY INSURANCE	483000	$ (11,736.81)	$ (11,736.81)	$ (11,736.81)	$ (11,736.81)	$ (11,736.81)	$ (11,736.81)	$ (11,736.81)	$ (11,736.81)	$ (11,736.81)	$ (11,736.81)	$ (11,736.81)	$ (11,736.81)
PHYSICAL DAMAGE INSURAN	483500	$ (2,439.23)	$ (2,439.23)	$ (2,439.23)	$ (2,439.23)	$ (2,439.23)	$ (2,439.23)	$ (2,439.23)	$ (2,439.23)	$ (2,439.23)	$ (2,439.23)	$ (2,439.23)	$ (2,439.23)
PROPERTY/GENERAL LIAB I	485000	$ (137.89)	$ (137.89)	$ (137.89)	$ (137.89)	$ (137.89)	$ (137.89)	$ (137.89)	$ (137.89)	$ (137.89)	$ (137.89)	$ (137.89)	$ (137.89)
TOTAL INSURANCE		**$ (14,850.51)**	**$ (14,850.51)**	**$ (14,850.51)**	**$ (14,850.51)**	**$ (14,850.51)**	**$ (14,850.51)**	**$ (14,850.51)**	**$ (14,850.51)**	**$ (14,850.51)**	**$ (14,850.51)**	**$ (14,850.51)**	**$ (14,850.51)**
COMMUNICATIONS & UTILIT	510000												
TELEPHONE	511000	$ (244.40)	$ (244.40)	$ (244.40)	$ (244.40)	$ (244.40)	$ (244.40)	$ (244.40)	$ (244.40)	$ (244.40)	$ (244.40)	$ (244.40)	$ (244.40)
UTILITIES	512000	$ (580.33)	$ (580.33)	$ (580.33)	$ (580.33)	$ (580.33)	$ (580.33)	$ (580.33)	$ (580.33)	$ (580.33)	$ (580.33)	$ (580.33)	$ (580.33)
COMMUNICATIONS	512500	$ (33.94)	$ (33.94)	$ (33.94)	$ (33.94)	$ (33.94)	$ (33.94)	$ (33.94)	$ (33.94)	$ (33.94)	$ (33.94)	$ (33.94)	$ (33.94)
REFUSE AND DISPOSAL	513000	$ (73.00)	$ (73.00)	$ (73.00)	$ (73.00)	$ (73.00)	$ (73.00)	$ (73.00)	$ (73.00)	$ (73.00)	$ (73.00)	$ (73.00)	$ (73.00)
TOTAL COMMUNICATIONS & UTIL		**$ (931.67)**	**$ (931.67)**	**$ (931.67)**	**$ (931.67)**	**$ (931.67)**	**$ (931.67)**	**$ (931.67)**	**$ (931.67)**	**$ (931.67)**	**$ (931.67)**	**$ (931.67)**	**$ (931.67)**
ALL OTHER EXPENSES													
RENTAL EQUIPMENT	541100	$ (1,108.91)	$ (1,108.91)	$ (1,108.91)	$ (1,108.91)	$ (1,108.91)	$ (1,108.91)	$ (1,108.91)	$ (1,108.91)	$ (1,108.91)	$ (1,108.91)	$ (1,108.91)	$ (1,108.91)
BUILDING & OFFICE EQUIP	550000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BUILDING/PROPERTY RENT	551500	$ (3,228.57)	$ (3,228.57)	$ (3,228.57)	$ (3,228.57)	$ (3,228.57)	$ (3,228.57)	$ (3,228.57)	$ (3,228.57)	$ (3,228.57)	$ (3,228.57)	$ (3,228.57)	$ (3,228.57)
TOTAL OTHER EXPENSES		**$ (4,337.48)**	**$ (4,337.48)**	**$ (4,337.48)**	**$ (4,337.48)**	**$ (4,337.48)**	**$ (4,337.48)**	**$ (4,337.48)**	**$ (4,337.48)**	**$ (4,337.48)**	**$ (4,337.48)**	**$ (4,337.48)**	**$ (4,337.48)**
INC TAXES ON INC FROM C	870000												
CORPORATION TAXES	871500	$ (19.95)	$ (19.95)	$ (19.95)	$ (19.95)	$ (19.95)	$ (19.95)	$ (19.95)	$ (19.95)	$ (19.95)	$ (19.95)	$ (19.95)	$ (19.95)
TOTAL INC TAXES ON INC FROM		**$ (19.95)**	**$ (19.95)**	**$ (19.95)**	**$ (19.95)**	**$ (19.95)**	**$ (19.95)**	**$ (19.95)**	**$ (19.95)**	**$ (19.95)**	**$ (19.95)**	**$ (19.95)**	**$ (19.95)**
ADEQUATE PROTECTION CCG	**N/A**	**$ (3,000.00)**	**$ (3,000.00)**	**$ (3,000.00)**	**$ (3,000.00)**	**$ (3,000.00)**	**$ (3,750.00)**	**$ (3,750.00)**	**$ (3,750.00)**	**$ (3,750.00)**	**$ (3,000.00)**	**$ (3,000.00)**	**$ (3,000.00)**
TOTAL ADEQUATE PROTECTION PAYMENTS		**$ (3,000.00)**	**$ (3,000.00)**	**$ (3,000.00)**	**$ (3,000.00)**	**$ (3,000.00)**	**$ (3,750.00)**	**$ (3,750.00)**	**$ (3,750.00)**	**$ (3,750.00)**	**$ (3,000.00)**	**$ (3,000.00)**	**$ (3,000.00)**
CASH ON HAND		**$ 47,757.29**	**$ 65,220.53**	**$ 83,938.61**	**$ 103,911.53**	**$ 125,139.28**	**$ 147,621.87**	**$ 168,250.68**	**$ 190,134.33**	**$ 213,272.82**	**$ 237,666.14**	**$ 266,422.91**	**$ 296,434.51**
TOTAL REVENUE		**$ 202,997.74**	**$ 209,100.63**	**$ 215,203.51**	**$ 221,306.39**	**$ 227,409.28**	**$ 233,512.16**	**$ 239,615.04**	**$ 245,717.93**	**$ 251,820.81**	**$ 257,923.69**	**$ 264,026.58**	**$ 270,129.46**
TOTAL OPERATING EXPENSES		**$ (185,534.50)**	**$ (190,382.55)**	**$ (195,230.59)**	**$ (200,078.64)**	**$ (204,926.69)**	**$ (212,883.35)**	**$ (217,731.39)**	**$ (222,579.44)**	**$ (227,427.49)**	**$ (229,166.93)**	**$ (234,014.97)**	**$ (238,863.02)**
NET INCOME/LOSS from P&L	999999	**$ 17,463.24**	**$ 18,718.08**	**$ 19,972.92**	**$ 21,227.75**	**$ 22,482.59**	**$ 20,628.81**	**$ 21,883.65**	**$ 23,138.49**	**$ 24,393.32**	**$ 28,756.77**	**$ 30,011.60**	**$ 31,266.44**