

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

**AmStar Emergency Medical
Services, Inc.**

Case 17-03037-HAC-11

Debtor.

**CONSENT ORDER GRANTING
UNITED STATES ADEQUATE PROTECTION**

This case came before the Court upon the Debtor's Motion for Interim Order Authorizing Use of Cash Collateral (the "Motion"). [Doc. 17]. The parties have reached a settlement in this matter.

Accordingly, it is

ORDERED:

1. The Motion is granted subject to the terms and conditions of this Order.
2. The United States has granted its consent to Debtor's use of cash collateral on the terms and conditions hereinafter described.
3. Debtor agrees to pay a total of \$15,466.87 per month in good funds to the United States as adequate protection on account of its secured claim. The total monthly payment will be bifurcated into two payments of \$7,733.43 payable on the 1st and 15th of each month.

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Payments shall begin on October 15, 2017 and shall continue every month thereafter until the effective date of a confirmed plan or the dismissal of this case. Payment shall be made payable to the Department of Treasury and contain the case number on the memo line and mailed so that it is received by the close of business day on or before the due date at the Insolvency Unit, Internal Revenue Service, Mail Stop MDP 146, 801 Broadway, Nashville, Tennessee, 37203, Attention: Mr. Kenya Bufford. The United States may change the address for payments on thirty (30) days notice to Debtor and his counsel.

4. Debtor shall, from the date of this Order forward, act in full compliance with all Federal law, including the tax, immigration and environmental laws and specifically including the requirements for timely filing and payment of post-petition taxes. Debtor will file all delinquent Federal tax returns within thirty (30) days of the date of this Order. Debtor will allow the Internal Revenue Service to verify compliance by inspection of its books at reasonable times.

5. Debtor shall file a Plan that meets the requirements of 11 U.S.C. § 1129 within two hundred and forty (240) days of this Order.

6. Debtor shall timely file all reports required by the Bankruptcy Administrator and, on the same day those reports are due with the Bankruptcy Administrator, provide copies to Ms. Bufford of the Internal Revenue Service and to Assistant U.S. Attorney Jamie A. Wilson.

7. Any breach of this agreement, after twenty (20) days written notice, sent by email and United States First Class mail, with a copy to counsel for Debtor, and opportunity to cure, is good cause for the lifting of the automatic stay to allow the United States to collect its secured tax liabilities.

8. Debtor agrees that, in the event of the dismissal of this case or its conversion to one under Chapter 7, Debtor will not remove any funds from any account into which cash collateral has been deposited without the consent of the United States, an order of a court of competent jurisdiction, or the full payment of the secured claims of the United States.

9. The United States Internal Revenue Service is granted a replacement lien on Debtor's post-petition property in the amount of its Federal tax lien with priority. These liens shall be valid, perfected and

enforceable without any further action by the Debtor or the United States, and without the execution or recording of any financing statement, security agreement, mortgage or other document.

Dated: October 16, 2017


HENRY A. CALLAWAY
CHIEF U.S. BANKRUPTCY JUDGE

SEEN AND AGREED TO:

/s/ Jamie A. Wilson
Jamie A. Wilson
Assistant U.S. Attorney

/s/ Samuel C. Stephens (w/ permission)
Lee R. Benton
Samuel C. Stephens
Counsel for Debtor