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7 PROPOSED ATTORNEYS FOR DEBTORS  
AND DEBTORS-IN-POSSESSION

8 **UNITED STATES BANKRUPTCY COURT**  
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 IN RE:  
11 PEPPERTREE PARK VILLAGES 9&10,  
12 LLC,  
13 DEBTOR.

LEAD CASE No. 17-05137-LT11  
CHAPTER 11  
(JOINTLY ADMINISTERED)

14 PEPPERTREE PARK VILLAGES 9&10,  
15 LLC, CASE No. 17-05137-LT11  
16 PEPPERTREE LAND COMPANY,  
17 CASE No. 17-05135-LT11  
18 NORTHERN CAPITAL, INC.,  
19 CASE No. 17-04845-LT11  
20 DUANE SCOTT URQUHART,  
21 CASE No. 17-04846-LT11  
22 DEBTORS.  
23

**PEPPERTREE PARK VILLAGES  
9&10, LLC'S EMERGENCY  
MOTION FOR ENTRY OF  
INTERIM AND FINAL ORDERS  
APPROVING STIPULATION FOR  
THE USE OF CASH COLLATERAL  
PURSUANT TO 11 U.S.C. § 363 AND  
SETTING FINAL HEARING;  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT  
THEREOF**

**DATE: TBD**  
**TIME: TBD**  
**DEPT: 3, Rm. 129**  
**JUDGE: LAURA S. TAYLOR**

24 TO THE HONORABLE LAURA S. TAYLOR UNITED STATES  
25 BANKRUPTCY JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE,  
26 AND OTHER PARTIES IN INTEREST:

27 Peppertree Park Villages 9&10, LLC, debtor and debtor-in-possession in the  
28 above-captioned case ("Peppertree Park" or the "Debtor"), hereby moves on an

1 emergency basis (the “Motion”), pursuant to sections 105(a), 361, 362, and 363 of  
2 title 11 of the United States Code, as amended (the “Bankruptcy Code”), Rules  
3 2002, 4001, and 9013 of the Federal Rules of Bankruptcy Procedure, as amended  
4 (the “Bankruptcy Rules”), and Rule 9013 of the Local Bankruptcy Rules for the  
5 United States Bankruptcy Court for the Southern District of California (the “Local  
6 Bankruptcy Rules”), for the entry of interim and final orders (respectively, the  
7 “Interim Order” (attached hereto as **Exhibit “A”**) and the “Final Order,”  
8 collectively, the “Cash Collateral Orders”): (i) approving the stipulation  
9 (“Stipulation,” attached as Exhibit “1” to the Interim Order) between Peppertree  
10 Park and Farmers and Merchants Bank of Long Beach, a CA Corp (“FM Bank”)  
11 authorizing Debtor to use funds that constitute “cash collateral” as defined in  
12 Bankruptcy Code section 363(a) (“Cash Collateral”) for payment of costs and  
13 expenses incurred in the ordinary course of Debtor’s business and the management  
14 of its assets in accordance with the budget substantially in the form attached to the  
15 Stipulation as Exhibit “A” (“Budget”); (ii) providing adequate protection to FM  
16 Bank for any diminution in value of its interests in the Prepetition Collateral (as  
17 defined below), including Cash Collateral; (iii) scheduling a final hearing (“Final  
18 Hearing”) to consider the relief requested in the Motion and approving the form of  
19 notice with respect to the Final Hearing; and (iv) granting related relief.

20 Pursuant to Rule 4001(b)(2), the Debtors request that the Court set a  
21 preliminary hearing on the Motion for November 9, 2016 at 10:00 a.m. or some  
22 other time convenient for the Court so as to avoid immediate and irreparable harm  
23 to the Debtor’s estate.

24 **I. CONCISE STATEMENT OF RELIEF REQUESTED**

25 In accordance with Bankruptcy Rule 4001(d)(1)(B), the Debtor provides the  
26 following summary of the proposed use of Cash Collateral<sup>1</sup>:

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28 <sup>1</sup> This summary is qualified in its entirety by the terms of the Interim Order, the  
Stipulation, and the Final Order. Capitalized terms not previously defined or defined in this

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- a. Parties with Interest in Cash Collateral: The parties with an interest in the Cash Collateral are Peppertree Park and FM Bank. The Cash Collateral is held in the Interest Account and Primary Account, as discussed in the accompanying Memorandum of Points and Authorities. *See* Stipulation ¶ 2.
- b. Use of Cash Collateral: Peppertree Park is seeking authorization to use Cash Collateral for working capital and other general purposes in the ordinary course of its business, including payment of expenses associated with the planning and development of the Property (as discussed below) and a portion of legal fees incurred in the chapter 11 cases in accordance with the terms of the Stipulation and Budget. *See id.* ¶ C, Ex. A (Budget).
- c. Budget: The use of Cash Collateral will be solely for the purposes of funding the types and corresponding amounts of itemized expenditures contained in the Budget. *See id.* ¶ C.
- d. Prepetition Liens: The Prepetition Liens on the Collateral shall remain in place. *See id.* ¶ A. Peppertree Park stipulates that FM Bank has a valid, duly perfected, and unavoidable first priority security interests in, and first priority lien upon, the Collateral. *See id.*
- e. FM Bank Replacement and Additional Liens: As adequate protection, Peppertree Park will grant replacement liens to FM Bank on all proceeds of the Cash Collateral that were subject to the Prepetition Liens (the “Adequate Protection Liens”), to secure an amount of the Prepetition Obligations equal to the aggregate diminution in the Collateral occurring from and after the Petition Date, including without limitation, such diminution resulting from use of Cash

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summary shall have the meanings ascribed to them in the Memorandum of Points and Authorities.

1 Collateral, pursuant to 11 U.S.C. § 361(2) (“Replacement Liens”).  
2 *See id.* ¶ F.

3 f. FM Bank 507(b) Priority Claims: As additional adequate protection,  
4 to the extent that the aggregate diminution in value of FM Bank’s  
5 interest in the Collateral from and after the Petition Date, including,  
6 without limitation, resulting from the use of Cash Collateral, reduces  
7 the value of the Adequate Protection Liens below the outstanding  
8 balance of the Prepetition Obligations, then FM Bank will be granted,  
9 to the extent of the net decrease, superpriority claims under  
10 Bankruptcy Code section 507(b) (the “Superpriority Claim”), and the  
11 Superpriority Claim shall have priority in payment over any and all  
12 administrative expense claims of any kind under the Bankruptcy  
13 Code. *See id.* ¶ G.

14 g. Restrictions on Obtaining Additional Credit: The Stipulation provides  
15 that Peppertree Park shall not seek a “priming” loan unless the  
16 conditions set forth in paragraph J of the Stipulation are satisfied and  
17 the requirements in paragraph I are followed. *See id.* ¶¶ I, J.

18 h. Post-Petition Date Interest: The Stipulation provides for the payment  
19 of post-Petition Date interest. FM Bank is entitled to collect such  
20 interest from the Interest Account (as defined below) on a current  
21 basis. *See id.* ¶ E.

22 This Motion is based on the accompanying Memorandum of Points and  
23 Authorities, the Declaration of Duane Urquhart in Support of the Motion (the  
24 “Urquhart Decl.”), the arguments and statements of counsel to be made at the  
25 hearing(s) on the Motion, all filings in this case, and other admissible evidence  
26 properly brought before the Court.

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WHEREFORE, the Debtor respectfully requests that the Court:

1. grant the relief requested in the Motion on an interim basis;
2. enter an Interim Order in substantially the same form as the order filed concurrently with this Motion as **Exhibit A**;
3. schedule a final hearing on the Motion to consider entry of a Final Order granting the relief requested in the Motion on a final basis; and
4. grant such further relief as the Court deems just and proper.

DATE: NOVEMBER 6, 2017

FOLEY & LARDNER LLP

BY: /s/ MARSHALL J. HOGAN  
MARSHALL J. HOGAN  
PROPOSED ATTORNEYS FOR DEBTORS,  
PEPPERTREE PARK VILLAGES, 9&10,  
LLC AND PEPPERTREE LAND COMPANY

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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. JURISDICTION AND VENUE**

This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2)(M). Venue of these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

**II. STATEMENT OF FACTS**

**A. General Background.**

On August 13, 2017, Duane Urquhart and Northern Capital, Inc. (“Northern Capital”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”). On August 28, 2017, the Debtor and Peppertree Land Company (“PLC”, together with Peppertree Park, Northern Capital, and Mr. Urquhart, the “Debtors”) filed voluntary petitions for relief under chapter 11 in this Court (the chapter 11 cases of the Debtors are referred to collectively herein as the “Chapter 11 Cases”). No trustee or examiner has been requested in the Chapter 11 Cases, and no committees have been appointed. The Chapter 11 Cases are being jointly administered. Dkt. No. 30.

The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to Bankruptcy Code sections 1107 and 1108. Peppertree Park is in the business of owning and developing real property commonly known as Units 9 and 10 of Peppertree Park, County of San Diego Tentative Map 4713, located in Fallbrook, California (the “Property”). The Property consists of approximately 15 acres currently approved for mixed office/professional uses. Peppertree Park has also obtained a Plan Amendment Authorization from the County of San Diego Planning Department for a General Plan Amendment to rezone the Property to residential and mixed uses.

Peppertree Park’s principal asset is the Property, which is part of a model master planned development in northern San Diego County comprised of ten units

1 across approximately 165 acres (the “Peppertree Park Development”). In 1988 the  
2 Peppertree Park Development obtained entitlements for 270 single family detached  
3 homes and 15 acres of office, professional, and/or commercial use. Six of the ten  
4 units have been developed and now consist of a total of 217 single family homes.  
5 The Peppertree Park Development is the first zero-energy project build in Southern  
6 California. Open space amenities include a seven acre private park, several acres  
7 of natural habitat, and walking trails.

8 Peppertree Park continues to work with the San Diego County Planning and  
9 Development Services (“PDS”) to complete the re-entitlement process for the  
10 Property so as to maximize the value of the Property, which includes rezoning the  
11 Property to residential and mixed uses. Typically, the entitlement process works as  
12 follows. In processing new entitlements, PDS sends the property owner Project  
13 Issue Checklists with target dates stated for the submittal of information requested  
14 in the checklist. After the PDS reviews each submission, it issues another checklist,  
15 typically consisting of narrowed versions of the previous requests for any  
16 additional information needed for such requests, and a new deadline for submitting  
17 the additional materials and information. This process typically continues until the  
18 project information is sufficiently complete for consideration by the San Diego  
19 County Planning Commission and then by the Board of Supervisors.

20 On September 18, 2017, Peppertree Park received an updated Project Issue  
21 Checklist to proceed to final approval. The checklist requires Peppertree Park to  
22 prepare and submit a voluminous amount of documentation including maps,  
23 exhibits, and reports before final approval can be obtained. This documentation  
24 cannot be completed without the help of Peppertree Park’s team of land use  
25 professionals, including engineers, architects, consultants, and attorneys. The  
26 deadline for the current applicable Project Issue Checklist is December 13, 2017,  
27 and Peppertree Park needs prompt access to the Cash Collateral to pay for the  
28 preparation of various documents, for studies to be conducted, and for various

1 parties to assist Peppertree Park in completing all tasks set forth in the applicable  
2 checklist prior to the deadline. Due to the rapidly approaching deadline, the  
3 Debtors request approval of the Motion on an emergency basis.

4 **B. The Debtor’s Secured Prepetition Indebtedness.**

5 On or around February 14, 2017, FM Bank provided a loan to Peppertree  
6 Park in the amount of \$1,750,000.00 at an initial interest rate of 6.75% per annum  
7 (the “Prepetition Loan”) and, in exchange, Peppertree Park executed a Promissory  
8 Note (together with the Business Loan Agreement, the “Prepetition Loan  
9 Documents”) in favor of the FM Bank. The maturity date for the Prepetition Loan  
10 is February 14, 2018, subject to two consecutive maturity extension options subject  
11 to the terms stated in the Business Loan Agreement. The Prepetition Loan is  
12 guaranteed by the following parties (the “Guarantors”): PLC, Northern Capital,  
13 and Mr. Urquhart. As of the Petition Date, the principal amount outstanding under  
14 the Prepetition Loan Documents was \$1,750,000.00 (together with any unpaid  
15 accrued interest, fees, or expenses, the “Prepetition Obligations”).

16 To secure the Prepetition Obligations and pursuant to the Prepetition Loan  
17 Documents, Peppertree Park granted to FM Bank security interests in and liens on  
18 the following collateral (the “Collateral”): (i) an interest reserve deposit account  
19 held at FM Bank described in an Assignment of Deposit Account dated February  
20 14, 2017 (the “Interest Account”); (ii) a deposit account held at FM Bank ending in  
21 42856 (the “Primary Account”, together with the Interest Account, the “Cash  
22 Collateral Accounts”); and (iii) the Property.

23 Pursuant to the Stipulation, Peppertree Park stipulates that FM Bank has a  
24 perfected and enforceable security interest in the Collateral.

25 **C. The Cash Collateral Accounts.**

26 The Cash Collateral is held in the Cash Collateral Accounts as follows:

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- 1 • \$112,597.12 in the Interest Account<sup>2</sup>; and
- 2 • \$984,708.97 in the Primary Account.

3 **D. FM Bank Consent to the Debtor’s Use of Cash Collateral and the**  
4 **Debtor Has an Immediate Need for Access to the Cash Collateral.**

5 The Debtors and FM Bank have been in discussions concerning the Debtor’s  
6 consensual use of Cash Collateral since the inception of the Chapter 11 Cases.  
7 During the pendency of such discussions, Peppertree Park has continued to pursue  
8 re-entitlement of the Property. In October 2017, certain expenses arose the  
9 payment of which was critical for the continued uninterrupted progress of the  
10 entitlement process. Since discussions concerning the Stipulation had not yet  
11 concluded, the Debtor requested FM Bank’s approval of the use of Cash Collateral  
12 for the payment of the following expenses, which FM Bank granted: \$5,000 as a  
13 deposit for PDS, \$12,600 as payment to the civil engineer, and \$504 as payment to  
14 the traffic engineer.

15 On or around November 6, 2017 Peppertree Park and FM Bank finalized  
16 their agreement for the Debtor’s consensual use of the Cash Collateral for the  
17 expenses set forth in the Budget and as documented in the Stipulation. The Debtor  
18 promptly filed this Motion on an emergency basis after reaching an agreement as  
19 to the Stipulation because the Debtor has an immediate need for access to the Cash  
20 Collateral.

21 As discussed above, completing the entitlement process will require the  
22 preparation and submission of many voluminous documents, which will be  
23 prepared with the help of Peppertree Park’s various land use professionals. In  
24 order to satisfy the deadline for submitting materials responsive to the applicable  
25 Project Issue Checklist, which is only weeks away on December 13, 2017,  
26 Peppertree Park will need immediate access to the Cash Collateral. This access

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27 <sup>2</sup> This figure is an educated estimate only since the Debtor does not have access to this  
28 account.

1 will allow for timely payment for the preparation of such documentation and for  
2 the work required of Peppertree Park’s professionals. If Peppertree Park is not  
3 able to obtain prompt access to the Cash Collateral such that it can pay for  
4 completion of the materials and information needed for submission to PDS on a  
5 timely basis, the entitlement process will likely be significantly delayed,  
6 jeopardizing the ultimate success of the project.

7 **E. FM Bank Is Adequately Protected.**

8 FM Bank agrees in the Stipulation that its property interests are adequately  
9 protected by the value of the Collateral, the payment of post-Petition Date interest  
10 as set forth in the Stipulation, liens granted pursuant to the Stipulation, and its right  
11 to a “superpriority” claim pursuant to section 507(b) of the Bankruptcy Code.  
12 However, even without the Stipulation, the facts demonstrate that FM Bank’s  
13 interests are adequately protected by the value of the Collateral alone.

14 Peppertree Park expects that re-entitlement of the Property as specified  
15 above will result in a significant increase in the value of the Property. However,  
16 even without final approval of the General Plan Amendment, FM Bank is  
17 adequately protected by the current “as is” value of the Property. In December  
18 2016, in connection with providing Peppertree Park its pre-petition loan, FM Bank  
19 retained BBG, Inc. (BBG), a national valuation, advisory, and assessment firm, to  
20 complete an “as is” appraisal of the Property. BBG appraised the “as is” value of  
21 the Property at \$6,470,000 as of December 19, 2016. Accordingly, FM Bank is  
22 adequately protected.

23 **III. LEGAL ANALYSIS**

24 **A. The Stipulation Authorizing Peppertree Park’s Use of Cash**  
25 **Collateral Should Be Approved.**

- 26 1. Use of the Cash Collateral is Necessary to Preserve Value for  
27 the Estate.

28 Peppertree Park’s use of property of the estate is governed by Bankruptcy

1 Code section 363. Section 363(c)(1) provides in pertinent part:

2 If the business of the debtor is authorized to be operated  
3 under section. . .1108. . . of this title and unless the court  
4 orders otherwise, the trustee may enter into transactions,  
5 including the sale or lease of property of the estate, in the  
6 ordinary course of business, without notice or a hearing,  
7 and may use property of the estate in the ordinary course  
8 of business without notice or a hearing.

9 11 U.S.C. § 363(c)(1). A debtor-in-possession has all of the rights and powers of a  
10 trustee with respect to property of the estate, including the right to use property of  
11 the estate in compliance with Section 363. 11 U.S.C. § 1107(a).

12 “Cash collateral” is defined as “cash, negotiable instruments, documents of  
13 title, securities, deposit accounts or other cash equivalents in which the estate and  
14 an entity other than the estate have an interest [.]” 11 U.S.C. § 363(a). Section  
15 363(c)(2) establishes a special requirement with respect to “cash collateral,”  
16 providing that the trustee or debtor in possession may use “cash collateral” under  
17 subsection (c)(1) if:

- 18 (A) each entity that has an interest in such cash  
19 collateral consents; or  
20 (B) the court, after notice and a hearing, authorizes  
21 such use, sale or lease in accordance with the provisions  
22 of this section.

23 11 U. S.C. § 363(c)(2)(A) and (B).

24 Here, Peppertree Park requests authorization to use Cash Collateral for  
25 expenses reasonable and necessary for Peppertree Park’s continued progress in  
26 obtaining all appropriate approvals for the final development of the Property. FM  
27 Bank consents to Peppertree Park’s use of Cash Collateral pursuant to the terms of  
28 the Stipulation.

1 Absent the entry of an order permitting Peppertree Park to use Cash  
2 Collateral to pay disbursements under the Budget, and absent the consent of FM  
3 Bank, Peppertree Park will have insufficient funds available to continue to pursue  
4 the approvals necessary for the re-entitlement of the Property as a mixed use and  
5 residential property. As a result, the full potential value of the Property will not be  
6 realized, to the detriment of the estate’s creditors and stakeholders, and the Debtors  
7 may not be able to successfully reorganize. Accordingly, the Debtor’s use of the  
8 Cash Collateral is necessary for preserving the value of the estate.

9 2. FM Bank’s Interests Are Adequately Protected.

10 Section 363(e) of the Bankruptcy Code provides that, “on request of an  
11 entity that has an interest in property used . . . or proposed to be used by a debtor in  
12 possession, the court . . . shall prohibit or condition such use . . . as is necessary to  
13 provide adequate protection of such interest.” 11 U.S.C. § 363(e). Section 361 of  
14 the Bankruptcy Code delineates the forms of adequate protection, which include  
15 periodic cash payments, additional liens, replacement liens and other forms of  
16 relief. 11 U.S.C. § 361. In addition section 363(c)(2) of the Bankruptcy Code  
17 provides that the “trustee may not use, sell, or lease cash collateral...unless...each  
18 entity that has an interest in such cash collateral consents.” 11 U.S.C. § 363(c)(2).

19 Here, FM Bank consents to Peppertree Park’s use of the Cash Collateral and  
20 agrees that its interest in the Collateral is adequately protected by the value of the  
21 Property, the payment of post-Petition Date interest as set forth in the Stipulation,  
22 the liens granted pursuant to the Stipulation, and its right to a “superpriority” claim  
23 pursuant to section 507(b) of the Bankruptcy Code. Moreover, the Stipulation  
24 expressly preserves FM Bank’s right to seek additional or different adequate  
25 protection at any time. Accordingly, the requirements of section 363 are satisfied  
26 and this Motion should be granted.

27 As discussed above, even without FM Bank’s consent, FM Bank’s interests  
28 in the Collateral would still be adequately protected by the “as is” value of the

1 Property, which provides a significant cushion for securing the Prepetition  
2 Obligations. Further, the value of the Property will dramatically increase after  
3 final approvals of the re-entitlement of the Property are obtained and the Property  
4 is ready for development.

5 **B. Approval of the Interim Order Should be Granted on an**  
6 **Emergency Basis, and a Final Hearing Should Be Set.**

7 Bankruptcy Rule 4001(b) provide that a final hearing on a motion to use  
8 cash collateral may not be commenced earlier than fourteen (14) days after the  
9 service of such motion. Upon request, however, the Court is empowered to  
10 conduct a preliminary expedited hearing on the motion and authorize the use of  
11 cash collateral to the extent necessary to avoid immediate and irreparable harm to a  
12 debtor's estate pending a final hearing. FRBP 4001(b)(2).

13 In addition, Rule 4001(d)(2) provides that objections to a motion for  
14 approval of an agreement relating to the use of cash collateral, such as the Motion,  
15 must be filed within 14 days of the mailing of the notice of the Motion "unless the  
16 court fixes a different time." Further, Rule 4001(d)(3) provides that a hearing on a  
17 motion for approval of an agreement relating to the use of cash collateral (such as  
18 this Motion) if appropriate, be set for no less than seven days' notice to the  
19 objector (if an objection is filed). Rule 9006(c)(1) permits upon a showing of  
20 cause the shortening of the time periods in 4001(d), including the time for filing  
21 objections and for noticing a hearing. *See also* FRBP 9006(c)(2) (listing certain  
22 periods that cannot be reduced by the Court and not including Rule 4001(d) among  
23 them).

24 In this case, pursuant to Rule 4001(b) and Rule 4001(d)(2) and (d)(3),  
25 Peppertree Park requests that the Court set an expedited preliminary hearing on  
26 this Motion for November 9, 2017 at 10:00 a.m. or some other similar date and  
27 time at the Court's convenience. This expedited schedule is necessary for avoiding  
28 the immediate and irreparable harm that would result from Peppertree Park not

1 having access to Cash Collateral necessary to pay for preparing the voluminous  
2 materials and information required under the applicable checklist by the deadline  
3 of December 13, 2017. This deadline is only approximately one month away from  
4 the proposed hearing date and absent entry of the Interim Order approving the  
5 stipulation (or the unconditional consent of FM Bank), the Debtors will not be able  
6 to satisfy the deadline to the harm and detriment to all the Debtors' creditors and  
7 stakeholders.

8 **IV. WAIVER OF ANY APPLICABLE STAY IS APPROPRIATE**

9 For the reasons noted herein, the Debtors will suffer immediate and  
10 irreparable harm if they are not able to pay the expenses set forth in the Budget,  
11 pending the Final Hearing. The Debtors request the terms of the Interim Order to  
12 become immediately effective to ensure that the Debtors will be able to use the  
13 Cash Collateral to pay critical expenses without delay. Based on the foregoing, the  
14 Debtors request that any applicable stay, including the stay provided under Federal  
15 Rule 6004, be waived to allow the Interim Order to become immediately effective.

16 **V. NOTICE**

17 The Debtors will provide notice of this Motion pursuant to Local Rule 9013-  
18 9 to: (a) the Office of the United States Trustee for the Southern District of  
19 California; (b) the Debtor's secured creditors; and (c) the creditors listed on the  
20 Debtor's list of twenty largest unsecured creditors. The Debtors' counsel will  
21 submit a declaration indicating what notice was given to parties in interest and  
22 whether the parties intend to oppose the Motion. The Debtors submit that such  
23 notice is sufficient and that no other or further notice be given.

24 **VI. CONCLUSION**

25 WHEREFORE, the Debtors respectfully request that the Court (a) hold an  
26 expedited hearing on the Motion on or around November 9, 2017 at 10:00 a.m.; (b)  
27 enter an Interim Order in substantially the same form as the order filed with this  
28 Motion as Exhibit A; (c) schedule a final hearing on the Motion to consider entry

1 of a Final Order granting the relief requested in the Motion on a final basis; and (d)  
2 grant such further relief as the Court deems just and proper.

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DATE: NOVEMBER 6, 2017

FOLEY & LARDNER LLP

BY: /s/ MARSHALL J. HOGAN  
MARSHALL J. HOGAN  
PROPOSED ATTORNEYS FOR DEBTORS  
PEPPERTREE PARK VILLAGES 9&10, LLC  
AND PEPPERTREE LAND COMPANY