

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF COLORADO

In re:	)	
	)	
VESCO CONSULTING	)	Case No. 16-21351 EEB
SERVICES, LLC,	)	
	)	Chapter 11
EIN: 46-2172249,	)	
	)	
Debtor.	)	

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ORDER GRANTING STIPULATED MOTION BY DEBTOR TO CONTINUE USE OF  
CASH COLLATERAL AND PROVIDE ADEQUATE PROTECTION

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THIS MATTER came before the Court upon the *Stipulated Motion by Debtor to Continue Use of Cash Collateral and Provide Adequate Protection* (the “**Motion**”), filed by VESCO Consulting Services, LLC, the debtor and debtor-in-possession (the “**Debtor**”). The Court, having considered the Motion, that it is stipulated between the Debtor and secured creditor Points West Community Bank (“**Points West**”), and being otherwise fully advised in the premises, finds good cause to grant it. Accordingly, it is—

ORDERED as follows:

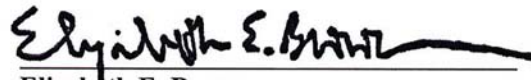
1. The Motion is GRANTED.
2. The Debtor is authorized to use cash collateral pursuant to the Budget attached to the Motion through February 28, 2018, subject to the ability to deviate from the Budget by up to 15% per line item, per month.
3. Except to the extent amended by the *Motion by Debtor to Amend Adequate Protection and Cash Collateral Orders* and the Order on same [Dkt. Nos. 156 and 164], the adequate protection provided to Points West and Colorado Department of Revenue (“**CDOR**”) in the *Amended Order Authorizing Use of Cash Collateral* [Dkt. No. 75] shall continue and such adequate protection is hereby incorporated into this Order (though to the extent that the payments that the Debtor was required to pay pursuant to paragraphs 3(a) and (b) have already been made, those provisions are not applicable).
4. Should the Debtor default in the provisions of adequate protection, the Debtor’s approved use of cash collateral will cease and Points West or CDOR, as applicable, will have the opportunity to seek and obtain further relief from the Court. Notwithstanding the foregoing, absent an emergency, each creditor shall first provide the Debtor and its counsel via e-mail notice of any alleged default and a seven-day cure period in advance of seeking relief from the

Court (during which cure period the Debtor may continue to use cash collateral); provided, however, CDOR need only provide notice of three unique defaults (a fourth default will result in automatic termination of CDOR's consent to the Debtor's use of any cash collateral absent further consent between CDOR and the Debtor or Court order).

5. The Supplemental Budget process set forth in paragraph 22 of the *Stipulated Motion by Debtor for Authority to Use Cash Collateral and for Adequate Protection* [Dkt. No. 59] remains available to the parties; provided, however, notwithstanding anything to the contrary, the Debtor is not required to obtain Court approval of any Supplemental Budget agreed to by the parties unless the Debtor seeks to change the adequate protection provided to affected creditors.

**Dated:** January 8, 2018

**BY THE COURT:**

  
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Elizabeth E. Brown,  
United States Bankruptcy Judge