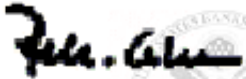


ORDERED.

Dated: October 02, 2018



 Paul M. Glenn
 United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re)	
RAMKABIR INVESTMENTS INC.,)	Case No. 3:18-bk-00342-PMG
doing business as Boston’s Restaurant)	
and Sports Bar, ¹)	Chapter 11
Debtor.)	
_____)	

AGREED INTERIM ORDER AUTHORIZING
THE DEBTOR’S USE OF CASH COLLATERAL

This Chapter 11 case came before the Court upon the motion filed by Ramkabir Investments Inc., doing business as Boston’s Restaurant and Sports Bar (“Debtor”), seeking authorization to utilize the assets and receivables generated from the Debtor’s business operations (the “Motion”). A hearing on the Motion was held May 29, 2018 before the Honorable Paul M. Glenn, United States Bankruptcy Judge, in the United States Courthouse, 300 North Hogan St., 4th Floor - Courtroom 4A (the “Hearing”). Due and proper notice of the Hearing was provided to all parties who may hold a security

¹ The tax identification number of the Debtor is 26-0817150. The address of the principal office of the Debtor is 13070 City Station Drive, Jacksonville, Florida 32218.

interest in such assets and receivables. Upon consideration of the Motion and the evidence presented or proffered in support thereof, it is ORDERED:

1. Pursuant to 11 U.S.C. § 363(c)(2), Debtor is hereby authorized to use the cash collateral of Jax City Station, LLC (“Jax City”) and the United States Small Business Administration (“SBA”) from the date of the Hearing until this order is amended or superseded.

2. There is sufficient equity in the Debtor’s property to protect the interests of Jax City and the SBA. However, as additional adequate protection for the use of cash collateral as permitted herein, Jax City and the SBA are hereby granted a replacement lien on Debtor’s post-petition accounts (excluding sales taxes), receivables, and unrestricted cash in the same priority and to the same extent as its pre-petition liens, but only to the extent their prepetition collateral is utilized. The post-petition liens granted herein do not extend to any avoidance claims held by the estate.

3. As further adequate protection from any loss or diminution in the value of the Debtor’s property during the pendency of this Chapter 11 case, Debtor shall make monthly adequate protection payments to Jax City in the total amount of \$11,000 (the “Monthly AP Payment”). The first Monthly AP Payment shall be due on September 7, 2018, and shall continue to be paid by the Debtor on the 7th day of each month thereafter through the earlier of (i) confirmation of Debtor’s Chapter 11 Plan of Reorganization, (ii) dismissal or conversion of this case, or (iii) further order of this Court.

4. Each Monthly AP Payment received by Jax City shall be applied towards Jax City’s Secured Claim, filed as Claim No. 10-1 in this matter, first to accrued interest and costs, with any remainder applied to the principal amount of the claim.

5. All cash, income or revenues received by Debtor shall be deposited into the debtor in possession bank account or such other accounts as may be permitted to be maintained pursuant to separate order of this Court (the “DIP Accounts”), and shall only be used for the payment of actual and necessary expenses of preserving the estate, including professional fees and costs authorized under § 328 and 330 of the Bankruptcy Code. All disbursements from the DIP Accounts shall be accounted for in the monthly debtor in possession operating reports to be filed by Debtor with the Court.

6. The liens granted to Jax City and the SBA herein shall be valid and perfected without the need for the execution or filing of any further document or instrument otherwise required to be filed under applicable non-bankruptcy law. Debtor shall, however, co-operate with Jax City and the SBA regarding the execution and filing of any financing statements or other instruments which it reasonably deems necessary to perfect the security interests granted hereunder. The automatic stay imposed by 11 U.S.C. § 362(a) is modified for that purpose.

7. During the pendency of this Chapter 11 case, should Debtor default in timely making the Monthly AP Payment to Jax City as stated in paragraph 3 above or otherwise default under any material provision of this Order, Jax City may be entitled, after five (5) days’ written notice of said default and opportunity to cure same, to relief from the automatic stay imposed by 11 U.S.C. § 362(a) to foreclose its security interest in the Debtor’s property upon the filing of an affidavit of default in this Chapter 11 case. An order lifting the automatic stay shall be entered without further notice to Debtor or a hearing unless Debtor, within five (5) days from the filing of the affidavit, files a counter-affidavit stating that the alleged default does not exist or has been cured. If said counter-

affidavit is filed within (5) days, the Court shall promptly schedule a hearing to consider the matter.

8. The acceptance by Jax City of a late or partial payment shall not act as a waiver of Jax City's right to proceed hereunder

9. This order shall not be deemed an adjudication of the sufficiency or value of collateral and the adequate protection as awarded herein shall be interim in nature and shall not be deemed a waiver or adjudication of the sufficiency of such protection or have a preclusive effect on the rights of a secured creditor to seek additional adequate protection, including but not limited to stay relief, at a later time.

10. Debtor shall file its Chapter 11 Plan of Reorganization no later than September 28, 2018.

11. Debtor's authority to use cash collateral as provided herein is interim in nature and shall terminate upon the earlier of (i) the entry of an order modifying this order, (ii) the entry of the order arising from the final hearing to approve the use of cash collateral (iii) appointment of a Chapter 11 trustee in Debtor's case, (iv) the conversion of Debtor's Chapter 11 case to a case under Chapter 7 of the Bankruptcy Code, or (v) a default in the performance or observance of any material provision of this order.

12. The Court shall conduct a final evidentiary hearing on the Motion at the request of either Debtor or Jax City.

Robert A. Heekin, Jr., Esq. is directed to serve this Order on parties who are non-CM/ECF users and to file proof of same within 3 days of the date of this Order.

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