

ORDERED.

Dated: April 11, 2017



Catherine Peek McEwen
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

IN RE:

SANDHILL ENTERPRISES OF
LAKELAND, LLC

CASE NO.: 8:17-bk-02392-CPM
Chapter 11 Proceeding

Debtor.

ORDER GRANTING DEBTOR'S MOTION TO USE CASH COLLATERAL

This case came on for hearing on April 6, 2017, to consider the motion by the Debtor-in-Possession (the "Debtor") to use cash collateral (the "Motion") (**Doc. No. 12**). For the reasons stated in open Court, it is

ORDERED AND ADJUDGED:

1. The motion is GRANTED.
2. **Cash Collateral Authorization**: Subject to the provisions of this order, the Debtor is authorized to use cash collateral to pay: (a) amounts expressly authorized by this Court, including payments to the US Trustee for quarterly fees; (b) the current and Necessary expenses set forth in the budget attached as Exhibit A, plus an amount not to exceed ten (10) percent for each line item; (c) the adequate protection payments

contained herein; and (d) such additional amounts as may be expressly approved in writing by Wauchula State Bank (the "Secured Creditor"). This authorization will continue until further order of this Court. Except as authorized in this order, the Debtor is prohibited from use of cash collateral. However, expenditures in excess of the line items in the budget or not on the budget will not be deemed to be unauthorized use of case collateral, unless the recipient cannot establish that the expense would be entitled to administrative expense priority if the recipient had extended credit for the expenditure. Expenditures in excess of the line items in the budget or not on the budget may, nonetheless, give rise to remedies in favor of the Secured Creditor.

3. **Adequate Protection:**

- a. The Debtor's use of cash collateral is hereby conditioned upon the Debtor making the following adequate protection payments to the Secured Creditor, to wit:

CREDITOR	ADEQUATE PROT. PMT.
Wauchula State Bank	\$2,536.29

Said adequate protection payments began May 1, 2017 with a 10 day grace period and shall continue on the first day of each month thereafter until further order of this Court.

- b. **Default:** Default is defined to be the failure to make adequate protection payments timely; failure to pay taxes by March 31st of the year following the year for they are due (i.e. 2017 taxes to be paid by March 31, 2018); failure

to maintain insurance and provide proof of insurance to the Secured Creditor. In the event of default by the Debtor, the Secured Creditor shall provide notice of default to counsel for the Debtor via email, and the Debtor shall have 3 business days to cure the default. In the event the default is not cured as aforesaid, then the Secured Creditor shall be entitled to immediate relief from the automatic stay upon the filing of an affidavit of default with the Court. The Secured Creditor shall be entitled to the entry of a foreclosure final judgment upon the filing of an affidavit of default for the amount then due (giving credit for any payments received); and entry of a \$75,000.00 deficiency judgment against the guarantors, joint and several.

3. **Debtor Obligations:** Debtor shall timely perform all obligations of a debtor-in-possession required by the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and the orders of this Court.
4. **Access to Records and Premises:** Upon reasonable notice, and provided that it does not unreasonably interfere with the business of Debtor, Debtor shall grant to the Secured Creditor access to Debtor's business records and premises for inspection.
5. **Replacement Lien:** Each creditor with a security interest in cash collateral shall have a perfected post-petition lien against cash collateral to the same extent and with the same validity and priority as the prepetition lien, without the need to file or execute any document as may otherwise be required under applicable non-bankruptcy law.

6. **Insurance**: Debtor shall maintain insurance coverage for its property in accordance with the obligations under the loan and security documents with the Secured Creditor.
7. **Without Prejudice**: This order is without prejudice to: (a) any subsequent request by a party in interest for modified adequate protection or restrictions on use of cash collateral; (b) any other right or remedy which may be available to the Secured Creditor.
8. **Creditors Committee**: The provisions of this Order are without prejudice to the rights of the US Trustee to appoint a committee or any rights of a duly appointed committee to challenge the validity, priority or extent of any lien(s) asserted against cash collateral.
9. **Enforcement**: The Court shall retain jurisdiction to enforce the terms of this Order.

Attorney, Pierce J. Guard, Jr. is directed to serve a copy of this order on interested parties and file a proof of service within 3 days of entry of the order.

EXHIBIT “A”

EXHIBIT “A”

EXHIBIT “A”

EXHIBIT “A”

EXHIBIT “A”

**CASH COLLATERAL BUDGET
SANDHILL ENTERPRISES OF LAKELAND, LLC**

DESCRIPTION	AMOUNT
Rental Income ¹	\$2,700.00
TOTAL INCOME	\$2,700.00
EXPENSES	
Adequate Protection Payment Wauchula State Bank	\$2,536.29
Owners' Association Dues	\$100.00
Real Estate Taxes-1/12th	\$400.00
Insurance-1/12th	\$143.50
Repairs/Miscellaneous Expenses	\$100.00
TOTAL EXPENSES	\$3,279.79
NET INCOME	(\$579.79)

¹ This reflects the income from unit 2 only as unit 1 is not rented at this time. The Debtor is attempting to rent unit 1 at this time.