



**ORDERED** in the Southern District of Florida on March 20, 2017.

**John K. Olson, Judge  
United States Bankruptcy Court**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION  
[www.flsb.uscourts.gov](http://www.flsb.uscourts.gov)**

In re:

M.O.R. PRINTING, INC.,

Case No.: 17-11570-JKO

Chapter 11

Debtor.

**AGREED INTERIM ORDER  
AUTHORIZING DEBTOR-IN-POSSESSION'S MOTION FOR ORDER AUTHORIZING  
THE DEBTOR (1) TO USE CASH COLLATERAL *NUNC PRO TUNC* TO  
FEBRUARY 8, 2017, ON AN INTERIM BASIS PURSUANT TO 11 U.S.C. §363; AND  
(2) SETTING FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001 (DE 20)**

**THIS MATTER** came before the Court upon M.O.R. Printing, Inc.'s (the "Debtor") Agreed Motion for Authorization to Use Cash Collateral (DE 20) (hereinafter referred to as "Motion"). The Court, having reviewed the Motion, being advised that the parties have come to a mutual agreement, and for the reasons stated on record, finds that good cause exists to grant the Motion.

It is therefore **ORDERED**:

1. The Debtor's Motion is hereby **GRANTED** on an interim basis, as set forth herein.

2. People's Capital & Leasing Corporation ("Secured Lender") claims an indebtedness as of the Petition Date in the amount in excess of \$1,000,000.00 and a security interest in all of the Debtor's assets, including but not limited to cash collateral, accounts, receivables, proceeds and all personal property including a KBA Rapida Six Color Sheetfed Offset Press, a Heidelberg Stitchmaster Saddle Stitcher, and other related equipment more fully set forth in the underlying loan documents (collectively, the "Collateral"), which liens were perfected by several UCC-1 Financing Statements filed of record at numbers: 2005500935139; 200500935155; 200601665803; 200601665781; and 201001782087.

3. The Debtor shall make voluntary adequate protection payments of \$17,500.00 per month to Secured Lender for a period of three (3) months with the first payment due on March 1, 2017 (and no later than March 10, 2017), and each subsequent payment due on the first day of each month thereafter (and no later than the 10th of each month). Checks shall be made payable to: **"People's Capital and Leasing Corp."** and delivered to: **Bob Van Tine, Vice President, Portfolio Administration, People's Capital and Leasing Corp., 850 Main Street BC01/RC871, Bridgeport, CT 06604.** At the end of the three (3) month period, if the Debtor requires the further use of the Collateral (including cash collateral), the parties will either reach agreement as to appropriate adequate protection or ask the Court to determine same.

4. The use of the cash collateral in accordance with the Budget is necessary for an effective reorganization and to avoid harm to the Debtors' bankruptcy estate. The Debtor needs to be able to pay its regular business operating expenses and administrative expenses and other

ordinary expenses as they become due.

5. The Debtor is authorized to use its cash collateral in the regular course of its business affairs pursuant to the Budget attached hereto as Exhibit "A" on an interim basis until further Order of this Court, subject to the variance in Paragraph 6 below.

6. The Debtor's authorization to use cash collateral is limited to a variance not to exceed 10% of any particular line item expense on the budgets attached hereto, unless otherwise agreed in writing between the parties or by Order of this Court.

7. The Debtor asserts that the current income and expenditures set forth in the Budget presented by the Debtor in the Motion, and attached hereto as Exhibit "A" are estimates and approximations based on past, present and projected data of the Debtor's operations, and are reasonable.

8. As additional adequate protection for and to the extent of the Debtor's use of Cash Collateral pursuant to this Order and related to the above specified assets, as well as for any decrease in the value of subject Collateral as of the Petition Date, Secured Creditor is hereby granted *nunc pro tunc*, as of the Petition Date, a replacement lien to the same extent as any pre-petition lien, pursuant to 11 U.S.C. §361(2) on and in all property set forth in the respective security agreements and related lien documents of Secured Lender on the specific Collateral listed in the security documents, including proceeds derived from the creditor's Collateral generated post-petition by the Debtor, on an interim basis through and including the interim hearing in this matter.

9. Notwithstanding anything herein to the contrary, the post-petition liens granted herein, respectively and hereunder, in connection with the use of Collateral and Cash Collateral shall at all times be subject and junior to the fees of the Office of the United States Trustee

pursuant to 28 U.S.C. §1930, court costs and any administrative fees and costs awarded by the Court in this proceeding. In addition, notwithstanding anything to the contrary, the Collateral explicitly excludes any and all causes of action arising under Chapter 5 of the Bankruptcy Code and proceeds thereof.

10. This order shall not cause a novation of any of Secured Lender's secured documentation.

11. Based on the findings set forth in this interim order and Secured Lender's reliance in good faith on the terms thereof, if any of the provisions of this interim order are hereafter modified, vacated or stayed by an order of this court or another court, such stay, modification or vacation shall not affect the validity and enforceability of any lien, security interest or priority authorized for Secured Lender's benefit hereunder that is granted or attaches prior to the effective date of such stay, modification or vacation, and any use of the cash collateral by the Debtor pursuant to this interim order prior to the effective date of such modification, stay or vacation shall be governed in all respects by the original provisions of this order.

13. The provisions of this Order, and any and all rights, remedies, privileges, and benefits conferred hereunder, shall be effective immediately upon entry of this Order pursuant to Bankruptcy Rules 6004(h) and 7062.

14. The provisions of this Order shall remain in full force and effect unless modified or vacated by subsequent order of this Court.

15. The Debtor shall not place any additional debt or liens on the Collateral or Cash Collateral without prior written consent of Secured Lender or an order of the Court granted after notice and a hearing.

16 The relief granted herein is *nunc pro tunc* to the Petition Date.

17. A Final Hearing on the matter is scheduled for June 27, 2017, at ~~10:30 a~~.m. before this Court at the U.S. Courthouse, 299 East Broward Blvd, Room 301, Fort Lauderdale, FL 33301.

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Submitted by:

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*(Chad Van Horn, Esq. is hereby directed to provide a conformed copy of this Order to all parties-in-interest and to file a Certificate of Service as to same).*

ITEM	4thqtr actual AMOUNT	ITEM	4thqtr propose AMOUNT	March, 2017 AMOUNT	April, 2017 AMOUNT	May, 2017 AMOUNT	June, 2017 AMOUNT	July, 2017 AMOUNT	August, 2017 AMOUNT
<b>NOTES and LEASES</b>		<b>NOTES and LEASES</b>							
Peoples Capital and Leasing	\$94,288.00	Peoples Capital and Leasing	\$15,000.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00
Arch, Merchant Advance	\$17,100.00								
Power UP, Merchant Advance	\$43,157.00								
Quarterspot, Merchant Advance	\$3,480.00								
Yellow Stone, Merchant Advance	\$18,300.00								
Bank Fees	\$13,500.00	Bank Fees	\$7,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
A/C United Rentals	\$25,800.00	A/C United Rentals	\$25,800.00	\$8,600.00	\$8,600.00	\$8,600.00	\$8,600.00	\$8,600.00	\$8,600.00
Rent and Cam	\$80,762.00	Rent and cam and rent cure	\$80,762.00	\$36,570.00	\$36,570.00	\$36,570.00	\$36,570.00	\$36,570.00	\$36,570.00
<b>Total Notes and Leases...</b>	<b>\$296,387.00</b>	<b>Total Notes and Leases...</b>	<b>\$129,062.00</b>	<b>\$64,170.00</b>	<b>\$64,170.00</b>	<b>\$64,170.00</b>	<b>\$64,170.00</b>	<b>\$64,170.00</b>	<b>\$64,170.00</b>
<b>TRADE AND OPERATIONS PAYMENT PLANS</b>		<b>TRADE AND OPERATIONS PAYMENT PLANS</b>							
alliance	\$10,000.00								
Press repair	\$38,000.00		\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
A/C Installation			\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
US Trustee Fees			\$4,875.00	\$4,875.00	\$4,875.00	\$4,875.00	\$4,875.00	\$4,875.00	\$4,875.00
Sales Tax settlement	\$17,172.00	Sales Tax settlement	\$17,172.00	\$5,724.00	\$5,724.00	\$5,724.00	Done	Done	Done
Truck/Auto Expense	\$14,600.00	Truck/Auto Expense	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Travel/Ent	\$3,383.00	Travel/Ent	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Fuel and Fleet	\$3,500.00	Fuel and Fleet	\$3,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
<b>Total Trade and Operational Payment Plans...</b>	<b>\$86,655.00</b>	<b>Total Trade and Operational Payment Plans...</b>	<b>\$46,655.00</b>	<b>\$38,599.00</b>	<b>\$38,599.00</b>	<b>\$38,599.00</b>	<b>\$32,875.00</b>	<b>\$32,875.00</b>	<b>\$32,875.00</b>
<b>RECURRING EXPENSES</b>		<b>RECURRING EXPENSES</b>							
Cleaning and Office	\$2,250.00	Cleaning and Office	\$2,250.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00
Florida Power and Light	\$33,000.00	Florida Power and Light	\$33,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00
Verizon, Winstream	\$11,145.00	Verizon, Winstream	\$11,145.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Broward Tax	\$1,500.00	Broward Tax	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
accounting, legal	\$6,000.00	accounting, legal	\$6,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Repairs/Maintenance	\$12,743.00	Repairs/Maintenance	\$12,743.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Plates	\$75,000.00	Plates and Ricoh	\$75,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Heidelberg Prepress Maintenance Service	\$7,943.00	Heidelberg Prepress Maintenance Service	\$7,943.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Ricoh Maintenance	\$15,000.00	Ricoh Maintenance	\$15,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Printable (Software)	\$1,778.00	Printable (Software)	\$5,100.00	\$1,778.00	\$1,778.00	\$1,778.00	\$1,778.00	\$1,778.00	\$1,778.00
Bank Fees for Credit Cards	\$9,000.00	Bank Fees for Credit Cards	\$9,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Sentry Liability Insurance	\$12,000.00	Sentry Liability Insurance	\$12,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
RLJOL Sales Compensation	\$65,000.00	RLJOL Sales Compensation	\$90,000.00	\$31,000.00	\$31,000.00	\$31,000.00	\$31,000.00	\$31,000.00	\$31,000.00
Other Insurances; Fleet and All Other Operating Expe	\$13,000.00	Other Insurances; Fleet and All Other Operating Expe	\$13,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Press repairs	\$38,000.00	Press repairs	\$38,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Garbage	\$1,886.00	Garbage	\$1,886.00	\$650.00	\$650.00	\$650.00	\$650.00	\$650.00	\$650.00
<b>Total Recurring Expenses...</b>	<b>\$305,245.00</b>	<b>Total Recurring Expenses...</b>	<b>\$333,567.00</b>	<b>\$101,678.00</b>	<b>\$101,678.00</b>	<b>\$101,678.00</b>	<b>\$101,678.00</b>	<b>\$101,678.00</b>	<b>\$101,678.00</b>
<b>Total Monthly Notes, Leases, Plans and Operating</b>	<b>\$688,287.00</b>	<b>Total Monthly Notes, Leases, Plans and Operating</b>	<b>\$509,284.00</b>	<b>\$204,447.00</b>	<b>\$204,447.00</b>	<b>\$204,447.00</b>	<b>\$198,723.00</b>	<b>\$198,723.00</b>	<b>\$198,723.00</b>
<b>Monthly Payroll Operating and Direct...</b>	<b>\$518,000.00</b>	<b>Monthly Payroll Operating and Direct...</b>	<b>\$162,000.00</b>	<b>\$158,000.00</b>	<b>\$158,000.00</b>	<b>\$158,000.00</b>	<b>\$154,000.00</b>	<b>\$155,000.00</b>	<b>\$159,000.00</b>
<b>Total Expenses with Payroll</b>	<b>\$1,206,287.00</b>	<b>Total Expenses with Payroll</b>	<b>\$1,027,284.00</b>	<b>\$366,447.00</b>	<b>\$366,447.00</b>	<b>\$366,447.00</b>	<b>\$352,723.00</b>	<b>\$353,723.00</b>	<b>\$356,723.00</b>
<b>Pro forma Sales</b>	<b>\$1,632,000.00</b>	<b>Pro forma Sales</b>	<b>\$1,632,000.00</b>	<b>\$550,000.00</b>	<b>\$515,000.00</b>	<b>\$525,000.00</b>	<b>\$500,000.00</b>	<b>\$505,000.00</b>	<b>\$520,000.00</b>
<b>Pro forma COGS (30% GR)</b>	<b>\$489,600.00</b>	<b>Pro forma COGS (30% GR)</b>	<b>\$489,600.00</b>	<b>\$165,000.00</b>	<b>\$154,500.00</b>	<b>\$157,500.00</b>	<b>\$150,000.00</b>	<b>\$151,500.00</b>	<b>\$156,000.00</b>
<b>Gross Income...</b>	<b>\$1,142,400.00</b>	<b>Gross Income...</b>	<b>\$1,142,400.00</b>	<b>\$385,000.00</b>	<b>\$360,500.00</b>	<b>\$367,500.00</b>	<b>\$350,000.00</b>	<b>\$353,500.00</b>	<b>\$364,000.00</b>
<b>Total Monthly Obligations (from above)...</b>	<b>\$1,206,287.00</b>	<b>Total Monthly Obligations (from above)...</b>	<b>\$1,027,284.00</b>	<b>\$366,447.00</b>	<b>\$362,447.00</b>	<b>\$362,447.00</b>	<b>\$352,723.00</b>	<b>\$353,723.00</b>	<b>\$356,723.00</b>
<b>Total Expense and COGS...</b>	<b>\$1,695,887.00</b>	<b>Total Expense and COGS...</b>	<b>\$1,516,884.00</b>	<b>\$531,447.00</b>	<b>\$516,947.00</b>	<b>\$519,947.00</b>	<b>\$502,723.00</b>	<b>\$505,223.00</b>	<b>\$512,723.00</b>
<b>Pro forma Net Income</b>	<b>-\$63,887.00</b>	<b>Pro forma Net Income</b>	<b>\$115,116.00</b>	<b>\$18,553.00</b>	<b>-\$1,947.00</b>	<b>\$5,053.00</b>	<b>-\$2,723.00</b>	<b>-\$223.00</b>	<b>\$7,277.00</b>
<b>Total Net Profit</b>	<b>-\$63,887.00</b>	<b>Total Net Profit</b>	<b>\$115,116.00</b>	<b>\$18,553.00</b>	<b>-\$1,947.00</b>	<b>\$5,053.00</b>	<b>-\$2,723.00</b>	<b>-\$223.00</b>	<b>\$7,277.00</b>

EXHIBIT "A"