



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

A handwritten signature in black ink that reads "A Jay Cristol". The signature is written in a cursive style and is positioned above a horizontal line.

**A. Jay Cristol, Judge
United States Bankruptcy Court**

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

IN RE:

CASE NO. 17-21784-AJC

419 SW 2ND AVENUE, LLC,

Chapter 11

Debtor-in-Possession.
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**AGREED ORDER GRANTING DEBTOR'S MOTION PURSUANT TO
11 U.S.C. §§ 361, 362, 363, 542 AND 552 AND FED. R. BANKR. P. 4001,
6003 AND 9014 FOR AN ORDER (I) AUTHORIZING USE OF CASH
COLLATERAL; (II) GRANTING ADEQUATE PROTECTION, AND
(III) APPROVING PAYMENTS TO CRITICAL VENDORS AND PARTIES**

THIS MATTER came before the court on November 7, 2017, upon the Debtor's Emergency Motion Pursuant to 11 U.S.C. §§ 361, 362, 363, 542 and 552 and Fed. R. Bank. P. 4001, 6003, and 9014, for an Order (i) Authorizing Use of Cash Collateral; (ii) Granting Adequate Protection, and (iii) Approving Payments to Critical Vendors [ECF No. 28] (the "Motion"). The Court having reviewed the Motion and having heard the statements of counsel in support of the relief requested in the Motion at the hearing, the Court finds that (a) jurisdiction is proper pursuant to 28 U.S.C. §§157 and 1334; (b) venue is proper pursuant to 28 U.S.C. §1408; (c) this matter is core pursuant

to 28 U.S.C. §157(b)(2); (d) notice of the Motion and the Hearing was sufficient under the circumstances. The Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein, accordingly, it is

ORDERED AND ADJUDGED:

1. The Motion is **GRANTED** as set forth herein.
2. Use of Cash Collateral. The Debtor is authorized to use cash collateral as defined in Section 363(a) of the Bankruptcy Code solely for the following purposes:
 - a. To pay for the boarding up and cleaning of the premises located at 419 SW 2nd Avenue, Homestead, FL 33030 performed by the court approved General Contractor South Florida Expert Renovations & Construction, Corp. (the “General Contractor”). The cost of the project is estimated to be \$17,780.00. The Debtor and the Court approved General Contractor shall seek proper permits with the City of Homestead. Should the actual cost and expenses exceed the initial estimation the Debtor shall seek the Court’s approval to use cash collateral for such cost and expenses.
 - b. To satisfy any unpaid fees due to the United States Trustee pursuant to 28 U.S.C. §1930, and all unpaid fees required to be paid to the Clerk of the Court.
3. Replacement Liens as Adequate Protection to the Secured Lender: Notwithstanding the provisions of Section 552(a) of the Bankruptcy Code, subject to any superior liens which the City of Homestead may have held as of the Petition date, in a reduced amount to be agreed upon between the Secured Lender and the City of Homestead, and in addition to the security interests preserved by Section 552(b) of the Bankruptcy Code, the Debtor grants, in favor of the Secured Lender and as security for all indebtedness that is owed by the Debtor to the Secured Lender, under the Loan

Documents, but only to the extent that the Secured Lender's cash collateral is used by the Debtor, a first priority post-petition security interest and lien in, to and against all of the Debtor's assets, to the same priority, validity and extent that the Secured Lender held a properly perfected pre-petition security interest in such assets, which are or have been acquired, generated, or received by the Debtor subsequent to the Petition Date (the "**Postpetition Collateral**"). Under no circumstances shall the Secured Lender have a lien on any of the Debtor's assets upon which it did not have a right to pre-petition. The security interests granted in this Order are deemed perfected without the necessity for filing or execution of documents which might otherwise be required under non-bankruptcy law for the perfection of said security interests. The Postpetition Collateral excludes all proceeds of property recovered or transfers avoided by or on behalf of the Debtor, its estate or any subsequently appointed trustee, pursuant to Sections 544 through 550, inclusive of the Bankruptcy Code.

4. Notwithstanding the above or anything to the contrary in this Order, the finding that the Secured Lender's interests are adequately protected is without prejudice to the rights of the Secured Lender to seek modification of the adequate protection provided in this Order (and without prejudice to the rights of the Debtor or any party in interest to contest any such modification), without prejudice to any other matter pertaining to the claims and liens of the Secured Lender.

5. No Novation: This Order shall not cause a novation of any of the Secured Lender's secured documentation.

6. Secured Lender Not Deemed Owner or Operator: Solely by agreeing to the use of Cash Collateral by the Debtor the Secured Lender shall not be deemed to have assumed any liability to any third person, and shall not be deemed to be in control of the operations of the operations of the Debtor or to be acting as a "responsible person" or "owner or operator" with respect to the operation

or management of the Debtor or of its assets.

7. Non-Waiver of Rights and Remedies: This Order is not intended to and shall not prejudice, alter, affect, or waive any rights and/or remedies of the Debtor or the Secured Lender (with respect to liens, claims, value determinations, and all other matters) under the Bankruptcy Code or applicable non-bankruptcy law (including, but not limited to, all matters pertaining to cash and other collateral) and does not bind any subsequently appointed trustee or committee.

8. Duration: This provisions of this Order shall remain in effect until the earlier of an entry of any Order dismissing this case, the granting of stay relief in favor of the Secured Lender, or by consent and agreement of the Secured Lender, or the entry of any Order by the Court extending the use of Cash Collateral.

9. Binding Effect: The provisions of this Order shall be binding upon and inure to the benefit of each of the Secured Lender, the Debtor and their respective successors and assigns (including any estate representative, Chapter 7 Trustee, or other Trustee or fiduciary hereafter appointed as a legal representative of the Debtor or with respect to the property of the estate of the Debtor).

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Submitted by:
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Attorney Mengjun Qiu shall serve a copy of this Order to all interested parties.