UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re: Case No. 18-16699-LMI
Chapter 11

SANABI INVESTMENTS, L.L.C
d/b/a Oscar's Moving & Storage,

Debtor-in-Possession.
_______________________________/

DEBTOR-IN-POSSESSION'S MOTION
TO USE CASH COLLATERAL AND AUTHORIZING PROPOSED
ADEQUATE PROTECTION PAYMENT *NUNC PRO TUNC* TO JUNE 1, 2018

- **Debtor is seeking authority to use the cash collateral of Newtek Small Business Finance, LLC.**
- **There is a provision for the offer of adequate protection in the amount of \$1,973.65 per month as the security interest is under-secured.**
- **The cash collateral is all of Debtor's current and after-acquired assets.**
- **Debtor is requesting to use all cash collateral until a final hearing on this motion.**
- **Debtor has attached a Budget (Exhibit "D") pursuant to the Court's Guidelines for Motion Seeking Authority to Use Cash Collateral and Motion Seeking Approval of Post-Petition Financing.**
- **Debtor has attached an Interim Order (Exhibit "E") pursuant to the Court's Guidelines for Motion Seeking Authority to Use Cash Collateral and Motion Seeking Approval of Post-Petition Financing.**

Sanabi Investments, L.L.C. (the "Debtor"), by and through undersigned counsel, seeks entry of an order allowing the use of the cash collateral of the pre-petition lender **Newtek Small Business Finance, LLC** ("Newtek") with a provision of adequate protection in the amount of \$1,973.65 per month as their loan is under-secured and, in support thereof, states as follows:

Jurisdiction and Venue

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The basis for relief requested herein are §§ 105 and 361 and 363 of the Bankruptcy Code, Rule 4001(b)(2) of the Federal Rules of Bankruptcy, Local Rule 4001-2 and 9013-1(F)-(G), and the Court's Guidelines for Motions Seeking Authority to Use Cash Collateral and Motions Seeking Approval of Post-Petition Financing.

Factual Background

4. On June 1, 2018, Debtor filed for voluntary relief under Chapter 11 of the Bankruptcy Code (DE 1).

5. The Debtor and Newtek entered to a Loan and Security Agreement, a copy of which is attached hereto as Exhibit "A" (the "Loan Agreement") in the amount of $496,000.00 (the "Loan").

6. In connection with the Loan Agreement, Newtek has first priority on all of the Debtor's assets by virtue of a UCC-1 Financing Statement, a copy of which is attached as Exhibit "B".

7. The principal and owner of the Debtor, Saady Bijani has provided additional collateral for the Loan by pledging three (3) personally owned real properties located at: 11255 NW 77th Terrace, Miami FL 33178; 22541 SW 88th Place, #105, Cutler Bay, FL 33129; and 22561 SW 88th Place #105, Cutler Bay, FL 33129 (collectively referred to as the "Pledged Properties"). Newtek maintains a second mortgage on all Pledged Properties.

8. Newtek is currently owed $470,580.00 on the Loan.

9. The current monthly loan payment is $5,976.00 and payment is due for June, 2018.

10. The total value of Debtor's assets as reflected on Schedule A/B of bankruptcy petition is $189,419.00. Included in that amount is $89,433.31 in accounts receivable, of which $39,690.55 are over 90 days old.

11. The Loan Agreement executed on June 14, 2017, sets forth an agreed value for each of the Pledged Properties. After deducting the current balance owed (as of June 2018) on each of the first mortgages, the net value of the Pledged Properties is $451,120.00 (see Exhibit "C" - Calculation of Adequate Protection Payments).

12. The net total of all assets encumbered by Newtek's UCC-1 and the Pledged Properties is $451,120.00 (the "Net Value"). The Net Value reflects the subtraction of $50,000.00 from the Debtor's accounts receivable for potentially uncollectible accounts.

13. The Debtor seeks to use Newtek's cash collateral for business operations and proposes to pay Newtek the sum of $1,973.65 per month as adequate protection payments as the Loan is under-secured.

Legal Analysis

14. Section 363 of the Bankruptcy Code provides for the use, sale or lease of property in bankruptcy. 11 U.S.C. § 363.

15. Pursuant to § 363(c)(2)(B), the Court may authorize the use of cash collateral only if the use accords with other provisions of Section 363. *See In re George Ruggiere Chrysler-Plymouth, Inc. v. Ruggiere (In re George Ruggiere Chrysler-Plymouth, Inc.*) 727 F. 2d 1017, 1019 (11th Cir. 1984).

16. The principal determination on authorizing the use of cash collateral is whether "adequate protection", a term undefined by the Bankruptcy Code, is provided. *Id.*

17. Adequate protection payments are payments that are intended to protect against, and compensate for, a decrease in the value of a creditor's collateral. *See In re Suncruz Casinos, LLC*, 298 B.R. 833 (Bankr. S.D. Fla. 2003).

> Adequate protection is provided to safeguard the creditor against depreciation in the value of its collateral during the reorganization process. If the value of the collateral decreases, the creditor is entitled to cash payments so that the value of its interest in the collateral remains constant. Thus, the amount by which the collateral depreciates is the amount of adequate protection to which the secured creditor is entitled.

First Fed. Bank v. Weinstein (In re Weinstein), 227 B.R. 284, 296 (9th Cir. BAP 1998) (citations omitted).

18. In the instant case, Newtek is under-secured as the Net Value of the Debtor's Assets and the Pledged Properties is $451,120.00 and the balance of Newtek's loan is $470,480.00.

19. Debtor has offered Newtek adequate protect payments in the amount of $1,973.65 per month (see attached Exhibit "C"); however, has received no response at the time of filing of this motion.

20. As set forth on Exhibit "C", the methodology used to compute the adequate protection payment was to take the value of the Debtor's assets as reflected on Schedule A/B of the bankruptcy petition, deducting more than 50% of the total accounts receivable as uncollectible ($50,000.00), and adding that sum to the net value of the Pledge Properties. The value of the Pledged Properties was determined by using the value of the properties minus the current balance owed on each first mortgage. Simple addition of the Assets and Pledged Properties arrives at the Net Value of $451,120.00. Using the Net Value, a 5.25% interest rate

pursuant to *In re Till* was applied arriving at a proposed adequate protection payment (interest only) in the amount of $1,973.65 per month.

21. It is crucial that Debtor maintains access to the cash collateral to continue to operate its business in the Chapter 11 case.

22. Debtor requests access to all of the cash collateral to continue to it business operations, and hereby proposes a monthly adequate protection payment in the amount of $1,973.65 per month until confirmation of Debtor's Chapter 11 Plan of Reorganization, or until further order of the Court.

WHEREFORE, the Debtor requests this Court enter an interim order (a) authorizing the Debtor's use of cash collateral; and (b) authorizing a monthly adequate protection payment in the amount of $1,973.65 to Newtek for the use of its cash collateral; and c) such other and further relief this Court deems appropriate.

Dated: June 22, 2018

VAN HORN LAW GROUP, P.A.
330 N Andrews Ave., Suite 450
Fort Lauderdale, FL 33301
Telephone: (954) 765-3166
Facsimile: (954) 756-7103
Email: Chad@cvhlawgroup.com

By: /s/ Chad Van Horn, Esq.
Chad Van Horn, Esq.
Florida Bar No. 64500

Newtek
Small Business Finance

1981 Marcus Ave., Suite 130, Lake Success, NY 11042
Phone 212-356-9500

June 14, 2017

This Letter amends and supersedes all prior Letters

Saady Bijani, Member
Sanabi Investments, LLC dba Oscar's Moving& Storage
10932 NW 122 Street
Miami, FL 33178

RE: $496,000.00 Small Business Administration Guaranteed Loan to Sanabi Investments, LLC dba Oscar's Moving & Storage
Newtek Small Business Finance, LLC #**105825**

Dear Mr. Bijani:

Newtek Small Business Finance, LLC ("Newtek")is pleased to advise you that it has approved your application for aSmall Business Administration ("SBA") loan subject to the satisfaction of the terms and conditions set forth herein. This approval, however, is contingent upon the issuance by the SBA of a 75% guaranty on this loan and compliance with SBA requirements.

BORROWER(S): Sanabi Investments, LLC dba Oscar's Moving & Storage

LOAN AMOUNT: $496,000.00 SBA 7(a) Installment Loan

USE OF PROCEEDS:

Description	SBA Loan Proceeds	Equity Injection	Total Project Cost
Machinery/Equipment	$240,000	$0	$240,000
Working Capital	$80,000	$0	$80,000
Debt Refinance	$176,000	$0	$176,000
TOTAL	**$496,000**	**$0**	**$496,000**

MATURITY: 10 years

AMORTIZATION: The loan shall be paid in 1 consecutive monthly installments of interest only and 119 equal consecutive monthly installments of principal and interest in an amount established at closing, commencing one month following the closing date, with first installment also to include interest from the date of closing.

INTEREST RATE: This loan will have a fluctuating rate calculated on the Prime Rate (as posted in the Wall Street Journal as of the first business day of the month in which SBA receives the application) plus 2.75%. Rate will be adjusted on a quarterly basis on the first day of each calendar quarter, beginning the first calendar quarter following loan closing.

SBAGUARANTY FEE:	The SBA guaranty fee is $11,160.00
PACKAGING FEE:	The Packaging fee is $2,000.00
GUARANTOR(S):	Unlimited guaranty of Saady Bijani
COLLATERAL:	FirstPriority Security Interest pursuant to General Security Agreement and UCC-1 filings on all of Borrower's business assets of any kind, tangible and intangible. Lender reserves the right to pre-file the UCC filing prior to the loan closing. Should the loan not close, the Lender will release the filed UCC recording. Second Mortgage/Deed of Trust on residential property located at 11255 NW 77th Terrace, Miami, FL 33178 subject to a 1st mortgage of no greater than $355,024.00. Second Mortgage/Deed of Trust on residential property located at 22541 SW 88th Place, #105, Cutler Bay, FL 33129subject to a 1st mortgage of no greater than $117,465.00. Second Mortgage/Deed of Trust on residential property located at 22561 SW 88th Place, #105, Cutler Bay, FL 33129 subject to a 1st mortgage of no greater than $117,623.00.
OCCUPANCY:	Borrower to provide a copy of a fully executed lease for the business operations located at 10943 NW 122 Street, Miami, FL 33178.
LOANPREPAYMENT PREMIUM:	None
ACH PAYMENT:	All payments due under the SBA loan shall be made by automatic debit from an account maintained by the Borrower.
INSURANCE:	Insurance Coverage is as required by Lender and SBA covering the business assets of the borrower and any collateral. Collateral Assignment of Key Person Life Insurance policy in the name of Saady Bijani in the amount of $200,000.00.
GOOD FAITH DEPOSIT:	**$3,500.00** will be required upon acceptance of the terms and conditions of the loan. This deposit shall be applied toward closing costs. In the event the loan does not close, Newtek shall apply the

deposit funds to pay the third party vendorcosts, with any remaining returned to Borrower.

DISBURSEMENTS: One single disbursement at closing.

OTHER:

a) Satisfactory review and approval of anappraisal of the property located at11255 NW 77th Terrace, Miami, FL 33178 with a fair market value of $503,614.

b) Satisfactory review and approval of an appraisal of the property located at 22541SW 88th Place, #105, Cutler Bay, FL 33129 with a fair market value of $189,990.

c) Satisfactory review and approval of an appraisal of the property located at 22561 SW 88th Place, #105, Cutler Bay, FL 33129 with a fair market value of $189,990.

d) Equipment Appraisal with a minimum orderly liquidation value of $310,000.00.

e) Prior to funding, receipt and approval of the 2016 Federal Tax Return that matches the 2016 F/S that was provided, that the tax return has been filed and that taxes have been paid.

The closing of the Loan and the execution of all necessary documents related thereto and otherwise required thereunder shall be held on or before **June 16, 2017** (the "Closing Date"). If for any reason the Loan does not close within such period, Newtek's obligations under this approval will terminate without further action.

Newtek, at its sole discretion, may extend the Closing Date. Borrower is expected to provide all necessary documents to Lender by **June 9, 2017**in order to meet the scheduled Closing Date.

Newtek's obligations under this letter will be governed by the laws of the State of New York, ignoring conflict of law provisions.

This Approval has been prepared prior to the issuance of approval from theSBA, and is subject to any additional terms and/or conditions deemed by Newtek and/or the SBA.

Newtek may terminate this approval at its option if it determines that Borrower or any representative has misrepresented any material fact or circumstance in information given by or on behalf of Borrower to Newtek, or that any adverse change shall occur as to Borrower or any security for repayment of the Loan prior to the Closing (e.g., litigation or an event of bankruptcy involving Borrower), or SBA rules and regulations prohibit Newtek from making this loan. We reserve the right to terminate this approval if in our judgment changes in credit conditions make closing the loan as approved unreasonable.

EXHIBIT "A"

ThisApproval Letter is valid only if Lender is in receipt of the fully executed Approval Letter and Good Faith Deposit by no later than **April 25, 2017 (N/A)**. Please remit your fully executed Approval Letter electronically through the Newtek File Vault system. Payment of your Good Faith Deposit should be sent to Newtek Small Business Finance, LLC either by (i) ACH Payment or (ii) Direct Wire as detailed in the attached instructions.

If you have any questions, please contact David Sportelliat (800)749-8707 ext. 10492.

Very truly yours,

Newtek Small Business Finance, LLC

Oscar Ramirez
VP - SBA Loan Underwriter

BORROWER:

Authorization to Order Title Report

The Borrower hereby authorizes Newtek's Counsel to order the Title Report required pursuant to this approval, at the Borrower's expense as outlined above.

Sanabi Investments, LLC dba Oscar's Moving & Storage

By: ______________________________ 6/14/2017
Saady Bijani, Member Date

GUARANTORS:
Agreed and Accepted:

Saady Bijani

By: ______________________________ 6/14/2017
Saady Bijani, Individually Date

EXHIBIT "A"

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
MICHELLE NUXOLL; 3609569500
Email MICHELLE.NUXOLL@UNISEARCH.COM

B. SEND ACKNOWLEDGEMENT TO:

FILED

2017 Apr 28 02:28 PM

******* 201701062524 *******

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names

1a. ORGANIZATION'S NAME SANABI INVESTMENT, L.L.C.					
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS Line One 11421 NW 107 ST SUITE 13	This space not available.				
MAILING ADDRESS Line Two	CITY MIAMI		STATE FL	POSTAL CODE 33178	COUNTRY US

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names

2a. ORGANIZATION'S NAME OSCAR'S MOVING & STORAGE					
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS Line One 11421 NW 107 ST SUITE 13	This space not available.				
MAILING ADDRESS Line Two	CITY MIAMI		STATE FL	POSTAL CODE 33178	COUNTRY US

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME NEWTEK SMALL BUSINESS FINANCE, LLC					
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS Line One 1981 MARCUS AVENUE, SUITE 130	This space not available.				
MAILING ADDRESS Line Two	CITY LAKE SUCCESS		STATE NY	POSTAL CODE 11042	COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:

PLEASE SEE ATTACHED FOR DESCRIPTION OF COLLATERAL

5. ALTERNATE DESIGNATION (if applicable)

☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR
☐ AG LIEN ☐ NON-UCC FILING ☐ SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK **EXACTLY ONE** BOX

☐ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
☑ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA 105825

EXHIBIT "B"

All of Debtor's right, title and interest in all personal property of Debtor, now owned and hereafter acquired, of every kind and description wherever located, including, without limitation: all accounts and accounts receivable, general intangibles, chattel paper whether tangible or electronic, instruments including promissory notes, documents, goods including raw materials, work-in-process and finished goods including embedded software and all accessions to any goods; machinery, furniture, inventory, equipment and fixtures, intellectual property of any kind or nature including trademarks, servicemarks, patents and copyrights whether or not recorded or registered, liquor licenses, business licenses, letter of credit rights whether or not the letter of credit is evidenced by a writing, financial assets and investment property, deposit accounts whether or not maintained at Secured Party, commercial tort claims, supporting obligations, and any and all products and proceeds of any of the foregoing, whether now existing or hereafter arising or acquired in and to any and all items of personal property, together with all attachments, accessions and equipment now or hereafter affixed thereto or used in connection therewith, all substitutions and replacements thereof and any products and proceeds thereof (the "Collateral").

EXHIBIT "B"

SANABI INVESTMENTS, L.L.C. - CHAPTER 11 (18-16699)

Calculation of Adequate Protection Payment

Non-Exempt Assets as reflected on Schedule A/B	189,419.00	
Less non-collectible accounts receivable	-50,000.00	
Net Value of Business Assets		139,419.00

Collateral pledged by principal of Debtor (second mortgages on real property)

11255 NW 77 Terrace, Doral FL		
Agreed Value per Agreement dated June, 2017	503,614.00	
Balance on First Mortgage as of June 2018	-344,526.00	
Net Value of Collateral	159,088.00	
22541 SW 88th Place, Unit 105-6		
Agreed Value per Agreement dated June, 2017	189,990.00	
Balance on First Mortgage as of June 2018	-113,760.00	
Net Value of Collateral	76,230.00	
22561 SW 88th Place, Unit 105.7		
Agreed Value per Agreement dated June, 2017	189,990.00	
Balance on First Mortgage as of June 2018	-113,607.00	
Net Value of Collateral	76,383.00	
Total Net Value of Real Estate Collateral		311,701.00
Total Value of All Collateral		$451,120.00

Calculation of proposed Adequate Protection payment:

Value of cash collateral	$451,120.00
Pursuant to *In re: Till*	5.25%
Yearly Payment	23,683.80
Proposed Monthly Adequate Protection Payment	$1,973.65

EXHIBIT "C"

Sanabi Investments, LLC						
Projected Budget						
	July-18	**August-18**	**September-18**	**October-18**	**November-18**	**December-18**
INCOME	**Projected**	**Projected**	**Projected**	**Projected**	**Projected**	**Projected**
Income						
Moving	85,000.00	85,000.00	85,000.00	85,000.00	85,000.00	85,000.00
Storage	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00
Zippy Shell	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
TOTAL INCOME	$103,000.00	$103,000.00	$103,000.00	$103,000.00	$103,000.00	$103,000.00
EXPENSES						
Advertising Management	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
Google Advertising	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00
Gift Card Commissions for Referrals	600.00	600.00	600.00	600.00	600.00	600.00
Rent Expense	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00
FPL	450.00	450.00	450.00	450.00	450.00	450.00
Truck lease	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
Fork Lift Lease	540.00	540.00	540.00	540.00	540.00	540.00
Operating vehicle leases	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00
Internet and phones	600.00	600.00	600.00	600.00	600.00	600.00
Truck Repair	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Gas	4,650.00	4,650.00	4,650.00	4,650.00	4,650.00	4,650.00
Payroll (mover and office personnel)	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00
Office expenses	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Packing Supplies	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00
Dumpster fee	350.00	350.00	350.00	350.00	350.00	350.00
Sunpass	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
Software	740.00	740.00	740.00	740.00	740.00	740.00
Accounting Services	450.00	450.00	450.00	450.00	450.00	450.00
Insurance (Vehicle, General Liability, and Worker's Comp)	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
US Trustee Fees	650.00	650.00	650.00	650.00	650.00	650.00
Principal draw	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
TOTAL EXPENSES	$97,380.00	$97,380.00	$97,380.00	$97,380.00	$97,380.00	$97,380.00
NET INCOME	$5,620.00	$5,620.00	$5,620.00	$5,620.00	$5,620.00	$5,620.00

EXHIBIT "D"

EXHIBIT "E" – PROPOSED ORDER

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re: Case No. 18-16699-LMI
Chapter 11

SANABI INVESTMENTS, L.L.C
d/b/a Oscar's Moving & Storage,

Debtor-in-Possession.
________________________________/

INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL NUNC PRO TUNC TO JUNE 1, 2018; AUTHORIZING ADEQUATE PROTECTION PAYMENTS; AND SETTING FINAL HEARING DATE ON _____, 2018

THIS MATTER came before the Court on __________day, _________, 2018 at ______.m. upon consideration of the *Debtor-in-Possession's Motion to Use Cash Collateral and Authorizing Proposed Adequate Protection Payment Nunc Pro Tunc to June 1, 2018* (DE ____) (the "Motion"). The Court, having reviewed the Motion, and heard argument of counsel, finds that good cause exists to grant the Motion. **IT IS THEREFORE ORDERED:**

1. The Motion is granted and approved on an interim basis pending a final order.

2. Debtor is authorized to use the cash collateral referenced in the Motion.

3. The Debtor shall provide adequate protection payments to Newtek Small Business Finance, LLC in the amount of $1,973.65 per month commencing **______________**, 2018.

3. A copy of this Interim Order shall be served on the Notice Parties within three (3) business days from entry.

4. There shall be a carve-out in the budget for the inclusion of fees due the Clerk of Court or the U.S. Trustee pursuant to 28 U.S.C. § 1930.

5. This Interim Order is without prejudice to the rights of the parties to seek any further or different relief, or modification of this Interim Order, including, but not limited to, relief from the automatic stay.

6. Except as expressly provided herein, the rights, claims, and interests of the Debtor, Lenders, and all other parties in interest are hereby reserved.

7. A final hearing shall be held on ________, ***2018 at ___________.m. at the United States Courthouse, 301 N. Miami Avenue, Courtroom 8, Miami, Florida 33128***, and any objections to Debtor's use of cash collateral must be served on Debtor's counsel two (2) business days prior to the final hearing.

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Submitted by:
Chad Van Horn, Esq.
Florida Bar No.: 64500
VAN HORN LAW GROUP, P.A.
330 N. Andrews Ave., Suite 450
Fort Lauderdale, FL 33301
Telephone: (954) 765-3166
Facsimile: (954) 756-7103
Email: Chad@cvhlawgroup.com

(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.)