

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re: : CHAPTER 11
: :
GRIER BROS. ENTERPRISES, INC., : CASE NO. 17-56817-mgd
: :
Debtor. :
:

**MOTION FOR (A) AUTHORITY TO USE CASH COLLATERAL; (B) TO
PROVIDE FOR ADEQUATE PROTECTION THEREFOR; AND (C) TO HOLD
INTERIM HEARING ON SHORTENED NOTICE**

COMES NOW, Grier Bros. Enterprises, Inc., Debtor (“**Debtor**”) in the above captioned Bankruptcy Case (the “**Bankruptcy Case**”), by and through counsel, and hereby files this Motion for (A) Authority to Use Cash Collateral; (B) to Provide Adequate Protection and (C) to Hold Interim Hearing on Shortened Notice (the “**Motion**”). In support of the Motion, the Debtor respectfully shows the Court as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue before this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

2. On April 13, 2017, the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code. The Debtor continues to operate its business as debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

3. No trustee or examiner has been appointed in these bankruptcy cases. No request has been made for the appointment of a trustee or examiner. No Committee has been appointed in this Case.

4. The Debtor is a family owned and operated hauling and supply business for over 30 years. It was founded by the late Sam Grier and began as S. Grier Trucking, Inc. in 1974.

5. The Debtor currently operates 25 dump trucks and 2 service trucks. The Debtor has 33 employees as well as 7 independent contractors who provide services for it. The Debtor is a certified minority vendor with the State of Georgia, the City of Atlanta and the Department of Transportation.

6. Although the Debtor has a long and successful history of operations, its business was significantly impacted by a garnishment action filed by a judgment lienholder just prior to the Petition Date which resulted in all of the Debtor's available cash being frozen. In particular, Concepcion Salado-Marin (the "Garnishment Plaintiff") commenced a garnishment proceeding against the Debtor, *Salado-Marin, Plaintiff v. Grier Brothers Enterprises, Inc., and SunTrust Bank*, Civil Action No. 17GC007470 in the State Court of Gwinnett County, State of Georgia seeking to garnish any of the Debtor's funds held at SunTrust. As a result of that garnishment filing, \$115,891.20 was frozen and removed from the Debtor's Bank Accounts.

7. On April 7, 2017, SunTrust filed an answer in the Garnishment Proceeding which stated that SunTrust: a) held funds of the Debtor; and b) was paying funds of the Debtor in the amount of \$115,891.20 into the registry of the State Court (the "Garnished Funds"). The Debtor filed its Petition on April 13 and, after attempting to

recover the Garnished Funds without motion practice, filed its “Motion for Turnover and Release of Debtor’s Funds” (Docket No. 16) on May 8, 2017 wherein it sought an order compelling the return of the Garnished Funds. The Debtor is currently conducting further negotiations with the Garnishment Plaintiff’s counsel to arrange for a consensual turnover of these funds.

REQUEST FOR USE OF CASH COLLATARAL

8. There are several outstanding liens and claims against the Debtor’s assets which are listed below. As of the filing of this Motion, the Debtor has not made any determination as to the validity, priority and extent of the liens asserted by its secured creditors herein and reserves all rights to review and challenge such liens. Moreover, the listing of the asserted liens below is not intended, and should not be construed as, an admission of the Debtor of the priority of liens; instead, the Debtor is simply listing asserted liens against its assets in the chronological order in which they were filed.

9. First, the Internal Revenue Service has filed three liens against the Debtor’s assets as follows: (a) lien dated June 19, 2013 in the amount of \$210,316.62; (b) lien dated February 14, 2014 in the amount of \$92,685.37; and (c) lien dated May 12, 2014 in the amount of \$3,661.95 (the “IRS Liens”). Prior to the Petition Date, the Debtor attempted to settle, resolve and satisfy its tax obligations to the IRS and made payments to the IRS. The Debtor is still in the process of attempting to determine the extent to which the amounts claimed in the IRS Liens remain due.

10. Second, on November 18, 2014, the Garnishment Plaintiff recorded a judgment against the Debtor in the principal amount of \$195,427.77 in connection with a

default judgment entered against the Debtor (the "Judgment Lien"). The Debtor has directed its Bankruptcy Counsel to review and investigate this judgment, which the Debtor believes was improperly entered against it, and the Debtor reserves all rights it may have to challenge and seek to avoid this judgment. The Garnishment Plaintiff has retained counsel in this case and her counsel has appeared and requested all notices in this case.

11. Third, the Debtor financed its purchase of six separate vehicles through Commercial Credit Group Inc. ("CCG") and executed six separate commercial purchase-money promissory notes (the "CCG Notes") as follows:

| <u>Note Date</u> | <u>Face Amt. of Note</u> | <u>Balance as of 4-13-17</u> |
|------------------|--------------------------|------------------------------|
| 10-8-15 | \$216,480.00 | \$134,355.17 |
| 4-8-16 | \$438,060.00 | \$300,734.93 |
| 5-20-16 | \$441,000.00 | \$312,359.61 |
| 10-10-16 | \$210,480.00 | \$155,850.66 |
| 10-19-16 | \$132,804.00 | \$105,474.19 |
| 1-16-17 | \$210,960.00 | \$165,057.81 |

12. In connection with each of the CCG Notes, the Debtor also executed security agreements (the "CCG Security Agreements") pursuant to which the Debtor granted CCG security interests in and upon the six specific vehicles financed by CCG ("CCG Equipment Collateral") as well as general security interests on all other equipment, fixtures, general intangibles, goods, instruments, inventory, securities, deposit accounts, investment property and all other property of whatever nature and kind, wherever located ("CCG General Collateral"). CCG filed six separate UCC-1 Financing Statements in connection with each of the Notes and its asserted liens against the CCG General Collateral (the "CCG Liens"). CCG asserts that the obligations on the Notes are

cross-collateralized. CCG has retained counsel in this case and its counsel has appeared and requested all notices in this case.

13. In addition, the Debtor has entered into financing agreements for particular pieces of equipment and trucks; however, the IRS Liens, the Judgment Lien and the CCG Liens (collectively the “Pre-Petition Lienholders”) are the only liens asserted against the Debtor which may broadly encumber the Debtor’s assets, including the Debtor’s accounts receivable, cash and proceeds thereof.

14. The Debtor’s accounts receivable, cash and proceeds thereof may therefore constitute “cash collateral” of the Pre-Petition Lienholders, as that term is defined in 11 USC section 363(a).

15. Unless authorized to use the Cash Collateral in the ordinary course of business, Debtor’s operations will be impaired and Debtor’s ability to reorganize will be jeopardized. Indeed, if the Debtor does not obtain permission to use cash collateral it will be required to cease all operations and terminate its work force.

16. A proposed budget is attached hereto as Exhibit “A” and incorporated herein by reference. The Budget does not include a recovery of the Garnished Funds. However, to the extent that the Garnished Funds are recovered by the Debtor, they will be treated as cash collateral in accordance with the terms of any order which may be entered by this Court on this Motion.

17. At present, the Debtor intends to reorganize its business affairs during the course of this Chapter 11 Case and to emerge from Chapter 11. The Debtor’s business problems which led to the filing of this case arise primarily from the Judgment Lien and Tax Liens, which the Debtor intends to address in this Bankruptcy Case and through a

Plan of Reorganization. The Budget reflects the Debtor's current intentions to continue to operate its business largely as it had pre-petition.

18. With respect to CCG, the Debtor has retained possession of the CCG Equipment Collateral and seeks to continue to use CCG Equipment Collateral in the operation of its business. CCG has advised the Debtor that it asserts that the value of the CCG Equipment Collateral is and will depreciate during the Debtor's post-petition use of the CCG Equipment Collateral and has advised the Debtor, pursuant to 11 U.S.C. § 361, that CCG is entitled to adequate protection payments for Debtor's continued use of the Equipment Collateral.

19. As of the filing of this Motion, the Debtor has not identified any vehicles or equipment which it wishes to abandon or return to any lender and, accordingly, the Budget proposes to continue to make monthly debt service or lease payments to all of its vehicle and equipment lenders, including CCG, in accordance with existing agreements. The Debtor reserves the right, in the future and in accordance with the Bankruptcy Code, to reject any leases it later determines to be burdensome and/or to return or abandon any vehicles or equipment which it determines are no longer necessary for its reorganization.

20. As adequate protection for any interests the Pre-Petition Lienholders may have in cash collateral, the Debtor proposes that the Pre-Petition Lienholders be granted a security interest in and lien upon Debtor' post-petition accounts receivable and proceeds to the same validity, extent and priority as their respective pre-petition liens and interests and the continuation of any lien and security interest held by the Pre-Petition Lienholders. The Debtor further proposes that the Debtor's ability to use cash collateral be in

accordance with the Budget attached as Exhibit "A" and the provision of Debtor's monthly operating reports required by the United States Trustee and filed with this Court.

21. With respect to CCG in particular, as adequate protection for CCG's asserted liens and claims, the Debtor proposes to make full monthly post-petition payments to CCG (in the aggregate amount of \$28,445.00 per month), which payments shall be due on the dates set forth in the respective CCG Notes. In addition, Debtor shall maintain such insurance on the CCG Equipment Collateral as is required under the CCG Security Agreements with one or more insurance companies, and shall name CCG as a loss payee on such insurance policies to the extent it is not already named as such. The Debtor shall provide CCG with written evidence of adequate insurance upon request for same.

WHEREFORE, Debtor moves this Court for the entry of an Order authorizing Debtor's use of cash collateral, and for such other and further relief as may be just and proper.

REQUEST FOR SHORTENED NOTICE AND INTERIM HEARING

22. The Debtor has an immediate need for the use of cash collateral for critical operating expenses prior to the scheduling of a final hearing on this Motion. Since filing this case, the Debtor has focused its efforts on seeking the turnover of the Garnished Funds as well as identifying those persons and entities asserting liens or claims against its cash collateral. It has filed this Motion after making a determination that it one or more parties might assert a lien in its post-petition cash collateral.

23. Unless authorized to use cash collateral during the mandatory fourteen (14) day period prior to a final hearing on this Motion, Debtor's operations may be harmed and Debtor's ability to reorganize significantly impaired.

24. Conduct of an interim hearing on shortened notice of this Motion and interim authorization of Debtor's use of cash collateral, are necessary to avoid immediate and irreparable harm to the Debtor's estate pending a final hearing.

25. Attached as Exhibit "B" is a proposed Interim Order Authorizing Use of Cash Collateral Pending Final Hearing.

WHEREFORE, the Debtor requests that this Court schedule an interim hearing on shortened notice of this Motion and authorize Debtor's use of cash collateral on an interim basis, pending a final hearing on same.

Dated: May 17, 2017.

Respectfully submitted,

LAW OFFICES OF HENRY F. SEWELL JR., LLC

/s/ Henry F. Sewell, Jr.
Henry F. Sewell, Jr.
Georgia Bar No. 636265
Proposed Counsel for the Debtor

Law Offices of Henry F. Sewell, Jr., LLC
Suite 200, 3343 Peachtree Road NE
Atlanta, GA 30326
(404) 926-0053
hsewell@sewellfirm.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies under penalty of perjury that he has served a true and correct of the foregoing via the Court's ECF system, if such party is registered, or via first class U.S. Mail, with adequate postage prepaid, on the following persons or entities at the addresses stated:

Internal Revenue Service
401 West Peachtree St NW
Atlanta, GA 30308

Dated: May 17, 2017

Respectfully submitted,

LAW OFFICES OF HENRY F. SEWELL JR.,
LLC

/s/ Henry F. Sewell, Jr.
Henry F. Sewell, Jr.
Georgia Bar No. 636265
Proposed Counsel for the Debtor

Law Offices of Henry F. Sewell, Jr., LLC
Suite 200, 3343 Peachtree Road NE
Atlanta, GA 30326
(404) 926-0053

EXHIBIT A

PROPOSED BUDGET

| | 4/30-5/6 | 5/7-5/13 | 5/14-5/20 | 5/21-5/27 | 5/28-6/3 | 6/4-6/10 | 6/11-6/17 | 6/18-6/24 | SEP | OCT | NOV | DEC | YEAR |
|------------------------------|--------------|--------------|-------------|--------------|-------------|--------------|--------------|--------------|--------|--------|--------|--------|-------------|
| TRUCK FINANCING | | | | | | | | | | | | | |
| Hitachi | | | | | | | | | | | | | |
| CSC Logic | | | | | | | | | | | | | |
| Tire/dues | | | | | | | | | | | | | |
| Tow/child gear | | | | | | | | | | | | | |
| Total | \$0.00 | \$0.00 | \$3,445.08 | \$4,446.00 | \$1,500.00 | \$2,500.00 | \$0.00 | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$18,891.08 |
| DUES/SUBSCRIPTION | | | | | | | | | | | | | |
| Magazines | | | | | | | | | | | | | |
| Newspapers | | | | | | | | | | | | | |
| Internet connection | | | | | | | | | | | | | |
| Public radio | | | | | | | | | | | | | |
| Public television | | | | | | | | | | | | | |
| Religious organizations | | | | | | | | | | | | | |
| Charity | | | | | | | | | | | | | |
| Total | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| PERSONAL | | | | | | | | | | | | | |
| Clothing | | | | | | | | | | | | | |
| Gifts | | | | | | | | | | | | | |
| Salon/Barber | | | | | | | | | | | | | |
| Books | | | | | | | | | | | | | |
| Music (CDs, etc.) | | | | | | | | | | | | | |
| Total | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FINANCIAL OBLIGATIONS | | | | | | | | | | | | | |
| Long-term savings | | | | | | | | | | | | | |
| Retirement (401k, Roth IRA) | | | | | | | | | | | | | |
| Credit card payments | | | | | | | | | | | | | |
| Business loan | | | | | | | | | | | | | |
| Other obligations | | | | | | | | | | | | | |
| Total | \$13,600.00 | \$2,600.00 | \$2,000.00 | \$0.00 | \$13,700.00 | \$2,500.00 | \$2,200.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$36,600.00 |
| MISC PAYMENTS | | | | | | | | | | | | | |
| Medical | | | | | | | | | | | | | |
| Donations | | | | | | | | | | | | | |
| IRS | | | | | | | | | | | | | |
| Other | | | | | | | | | | | | | |
| Total | \$280.00 | \$140.00 | \$350.00 | \$210.00 | \$350.00 | \$280.00 | \$210.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,820.00 |
| TOTALS | | | | | | | | | | | | | |
| Total expenses | \$100,074.92 | \$171,549.32 | \$97,379.14 | \$183,341.21 | \$99,423.69 | \$182,943.79 | \$110,358.79 | \$142,485.02 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,291.08 |
| Cash short/extra | \$99,364.28 | \$1,449.68 | \$10,070.89 | \$36,203.62 | \$7,287.21 | \$72,862.79 | \$15,494.31 | \$26,520.40 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,291.08 |

EXHIBIT B

PROPOSED INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re: : CHAPTER 11
: :
GRIER BROS. ENTERPRISES, INC., : CASE NO. 17-56817-mgd
: :
Debtor. _____ :
: :

**FIRST INTERIM ORDER GRANTING MOTION FOR (A) AUTHORITY TO
USE CASH COLLATERAL AND NOTICE OF HEARING ON ENTRY OF
FINAL ORDER AUTHORIZING USE OF CASH COLLATERAL**

IT APPEARING TO THIS COURT that on _____ (the “Debtor”),
filed its “Motion for (A) Authority to Use Cash Collateral (B) To Provide Adequate
Protection Therefor and (C) Request for Interim Hearing on Shortened Notice” (the
“Motion”) (Docket No. _____)¹; and

¹ Capitalized terms used herein shall have the same meaning as ascribed to them in the Motion.

IT FURTHER APPEARING TO THIS COURT that the Court entered its “Order Shortening Notice and Scheduling Interim Hearing” on the Motion (the “Order and Notice”)(Docket No.) in which the Court scheduled an interim hearing on the Motion at . on _____ and that the Motion came on for hearing before the Court at that date and time (the “Interim Hearing”); and

IT FURTHER APPEARING TO THIS COURT that Notice of the Interim Hearing was given in accordance with the terms of the Order and Notice; and that sufficient notice of the Interim Hearing was given; it appears to the Court as follows:

A. On April 13, 2017 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in this Court, and is continuing to manage its assets as debtor-in-possession, pursuant to 11 U.S.C. §§ 1107 and 1108.

B. The Debtor is a family owned and operated hauling and supply business which has approximately 170 employees.

C. Prior to, on and after the Petition Date, the Debtor is entitled to collect the cash proceeds from the use of the pre-petition collateral (the “Cash Collateral”). The Debtor now seeks to use the Cash Collateral to operate its business.

D. The Debtor asserts that it is in the continued best interest of the estate and its creditors that the Debtor be permitted to use Cash Collateral in the manner provided for herein.

E. Notice of this Motion has been provided to necessary parties in compliance with Federal Rules of Bankruptcy Rule 4001(b)(2). Based upon the foregoing, it is hereby

ORDERED AND ADJUDGED as follows:

1. **Usage Period.** Subject to the terms and conditions contained herein, the Debtor is authorized to use Cash Collateral immediately and *nunc pro tunc* to the Petition Date through the date of the final hearing on this Motion.
2. **Projected Use of Cash.** The amount of Cash Collateral which the Debtor may use during the Usage Period shall not exceed one hundred and fifteen percent (115%) of each line item set forth in the budget attached as **Exhibit “A” to the Motion** (the “Budget”). In the event that the Debtor develops a surplus in regard to any line item, the Debtor may apply said surplus to a separate line item where the Debtor anticipates exceeding the line item limitation.
3. **Authorized Disbursements.** The Debtor shall only be authorized to use Cash Collateral for the actual and necessary expenses of operating the Debtor and conducting the Debtor’s business affairs pursuant to the Budget, as set forth above. Unless otherwise authorized by order of the Court, the Debtor shall not use Cash Collateral for the payment of any pre- petition indebtedness or obligations of, or pre-petition claims against, the Debtor.
4. **Lien on Post-Petition Collateral.** Pursuant to 11 U.S.C. §§ 361 and 363, to the extent that the Debtor uses Cash Collateral, each Pre-Petition Lienholder is granted a continuing security interest in, and lien upon, all post-petition assets of the Debtor of the same type and to the same validity and extent as the collateral securing the Debtor’s indebtedness to such creditor prior to the Petition Date (the “Post-Petition Collateral”). The priority of said security interests in, and liens upon, the Post-Petition Collateral shall be the same priority as existed in and upon the Petition Date. The liens and security interests granted

by this Order shall, upon entry of this Order, continue to be perfected as of the Petition Date, without regard to applicable federal, state or local filing and recording statutes, and without further action of any party; provided, however, that the described replacement liens shall not attach to claims or causes of action of the Debtor that arise solely under Chapter 5 of the Bankruptcy Code.

5. Adequate Protection Payments to CCG. The Debtor shall make full monthly post-petition payments to CCG (in the aggregate amount of \$28,445.00 per month), which payments shall be due on the dates set forth in the respective CCG Notes; provided, however, that in the event the Debtor determines that it wants to return one or more vehicles subject liens of CCG, the Debtor may petition this Court to modify the adequate protection payments contemplated herein.

6. Validity of Collateral Claims. Nothing herein shall be deemed an admission by the Debtor as to the extent, validity or perfection of any creditor's security interests in any claimed collateral or in and to the Post-Petition Collateral or the Cash Collateral. In the event any creditor's security interests in, or lien upon, any collateral is reduced or invalidated by order of this Court, then its security interests in, and liens upon, the Post-Petition Collateral granted by this Order shall be reduced or invalidated commensurately.

7. Deposits of Cash Collateral. All Cash Collateral shall be deposited in the Debtor's debtor-in-possession Operating Account.

8. Payment of Employee Taxes. As a condition to issuing any payroll to employees during the pendency of this Case, Debtor's CEO shall first either pay or deposit in the Debtor's debtor-in-possession account all local, state and federal taxes, including withholding taxes, Social Security taxes and Medicare taxes related to such payroll (the

“Related Taxes”) and deliver to the United States Trustee a certification under penalty of perjury that the Debtor either (a) has paid all Related Taxes regarding such payroll or (b) has deposited in the Debtor’s DIP Tax Checking Account a sum sufficient to pay all Related Taxes regarding such payroll.

9. **Accounting and Reporting.** The Debtor shall at all times (a) sequester, segregate and account for all Cash Collateral that comes into its possession, custody or control, (b) keep and provide on a periodic basis (no less than monthly) records reasonably sufficient to determine the status of Cash Collateral collections and expenditures, (c) provide the Pre-Petition Lienholders with copies of the monthly operating reports filed with this Court and with the Office of the United States Trustee.

10. **Insurance.** With respect to the CCG Equipment Collateral, the Debtor shall at all times maintain such insurance on the CCG Equipment Collateral as is required under the CCG Security Agreements and shall name CCG as a loss payee on such insurance policies. Debtor shall provide CCG with written evidence of adequate insurance upon request for same. With respect to all other Post-Petition Collateral, to the extent that it remains necessary and appropriate, the Debtor shall insure the Pre-Petition Collateral and the Post-Petition Collateral against all risks to which it may be exposed, including loss, damage, fire, theft and all other such risks, in an amount not less than the fair market value of such collateral, with such insurance providers, and under such policies, and in such form as is appropriate for a business of a type similar to the Debtor using sound business judgment. The Debtor may pay the premiums necessary to reinstate its prepetition insurance.

11. **Event of Default:** Each of the following shall constitute an “Event of Default” under this Order:

- a. The occurrence of any material breach, default or non-compliance with the terms of this Order, including, without limitation, if the Debtor (i) fails to make any payment required under this Order, (ii) makes any payment other than as authorized to be paid pursuant to this Order; (iii) sells or encumbers Post-Petition Collateral without the permission of this Court; (iv) fails to maintain insurance as required herein; or (v) fails to timely deliver any report as required under this Order; provided that written notice of such material breach, default or non-compliance with the terms of this Order is first sent by a Pre-Petition Lienholder via email to Debtor’s counsel (to hsewell@sewellfirm.com and bert@hcbroadfootlaw.com) and via First Class U.S. Mail to the Debtor, and the Debtor fails to cure such material breach, default or non-compliance with the terms of this Order within five (5) calendar days of the date such notice is sent;
- b. Conversion of this Chapter 11 case to a case under Chapter 7; or
- c. Appointment of a Chapter 11 trustee or examiner.

Upon the occurrence of an Event Default, and the failure of the Debtor to cure same as set forth herein, a Pre-Petition Lienholder may submit an Affidavit of Event of Default with a proposed order prohibiting further use of Cash Collateral. In the event that CCG has filed an Affidavit of Event of Default, CCG may also submit an order terminating the automatic stay regarding the CCG Equipment Collateral and directing Debtor to forthwith assemble the CCG Equipment Collateral on Debtor’s business premises for recovery by CCG. Unless the Debtor files a written objection to such Affidavit within five (5) business days of the date on which it is filed, the Court may enter such proposed orders without further notice or hearing. In the event that the Debtor timely files an objection, the Court shall conduct a hearing on such objection.

12. **Termination.** The Debtor’s authority to use cash collateral shall terminate, and shall no longer be subject to the terms of this Interim Order,

- a. Upon payment to such secured creditor of all sums due and owing from the Debtor to such secured creditor, including such attorneys fees, expenses and interest as the parties may agree upon or this Court shall order, pursuant to 11 U.S.C. §§ 503 or 506;
- b. Upon confirmation by the Debtor of a Plan of Reorganization in this case;
- c. (Final Hearing Date); or
- d. An Event of Default subject to the terms and conditions of Paragraph 11 herein.

Notwithstanding the deadlines set out above, this Order, and all provisions of this Order other than those pertaining to (i) the amount and character of the Debtor's expenditures; and (ii) the Debtor's reporting requirements, shall remain in full force and effect.

13. Effect of Modification, Vacation or Stay. If any provision of this Order is hereafter modified, vacated or stayed, such modification, vacation or stay shall not (i) affect the validity or authority of the Debtor's use of Cash Collateral under this Interim Order prior to such time, or (ii) affect the validity, priority or enforceability of the security interests and liens granted the senior secured lender for such use, prior to the effective date of such modification, vacation or stay.

14. Notice of Hearing on Entry of Final Order Authorizing the Use of Cash Collateral. Notice is herewith given to all parties that a hearing shall take place before this Court in **Courtroom** of the Richard Russell Federal Building, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303 on , 2017 at to consider the entry of a final order authorizing the Debtor to use cash collateral. Any person wishing to object to the entry of a final order authorizing the Debtor to use cash collateral should file a written objection with the Clerk of the United States Bankruptcy Court for the Northern District of Georgia at Room 1340, Richard Russell Federal Building, 75 Ted Turner Drive,

Atlanta, Georgia 30303, or online through ECF on or before _____. Any party filing such an objection shall appear at the hearing on _____ to advocate said objection, or the objection may be denied without further hearing. Counsel for the Debtor shall serve this Order via first class United States Mail upon all creditors and parties in interest in this case and shall file a certificate of service evidencing same with this Court.

END OF DOCUMENT

Prepared and Presented By:

LAW OFFICES OF HENRY F. SEWELL JR., LLC

By: /s/ Henry F. Sewell, Jr.

Henry F. Sewell, Jr.

Georgia Bar No. 636265

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Proposed Counsel for the Debtor