

In Re:)
ATHANAS FENCE CO., INC.,)
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)
)
Debtor(s))

BK No.: 17-03883

Chapter: 11

Honorable Timothy A. Barnes

FIRST INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL AND GRANTING ADEQUATE PROTECTION

This cause coming on the Motion of ATHANAS FENCE CO., INC. ("the Debtor"), for an Interim Order Authorizing Use of Cash Collateral and Granting Adequate Protection (the "Motion") and the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted on an interim basis as provided herein. Except as expressly set forth herein, the terms and conditions of this Order (the "Interim Cash Collateral Order") shall continue in full force and effect though and including March 31, 2017. A further hearing to consider the Motion and entry of a final cash collateral order will be held on March 28, 2017 at 10:30 am Central Time.

2. To the extent that JPMorgan Chase Bank, NA ("BANK"), has valid, perfected, and enforceable security interests, or other interests, in Debtor's cash and/or accounts receivable and other collateral that may be reduced to cash (the "Cash Collateral"), the Debtor may use the Cash Collateral to pay those items delineated in the budget (the "Cash Collateral Budget") attached to this Order as Exhibit A, with a variance from actual-to-projected weekly disbursements not to exceed 10%, on a cumulative basis. The Debtor's permission to use the Cash Collateral as provided herein shall be for the period commencing on the date that this case commenced (the "Petition Date") to and including March 31, 2017.

3. As adequate protection for any interests of JPMorgan Chase Bank, NA, in the Cash Collateral, the BANK is granted replacement liens upon, and security interests in, Debtor's post-petition cash and accounts receivable in the same priority as the BANK's existing, pre-petition liens (to the extent valid), and in no event to exceed the type, kind, priority and amount, if any, of their security interests which existed on the date that the Debtor filed its petition to commenced this case.

4. In the event actual weekly disbursements exceed the Cash Collateral Budget attached hereto, by more than 10% on a cumulative basis, JPMorgan Chase Bank, NA, may file a motion for relief from the automatic stay provided in Section 362 of the Bankruptcy Code; except that the BANK shall not be entitled to such a hearing on this basis if actual disbursements are greater than 10% above the Cash Collateral Budget on a cumulative basis (i) the Debtor provides written notice to the BANK prior to the making of any such disbursements, and (ii) either the BANK consents in writing, or the BANK does not object in writing to such disbursements within twenty-four (24) hours of receipt of such notice. Notice as described in the paragraph shall be made by email to counsel who have appeared in this case.

5. Except as set forth herein, the Debtor's and the BANK's rights are reserved

with regard to the BANK's assertion of secured claims against the Debtor. Nothing in this Interim Cash Collateral Order shall be construed to impair the rights of the BANK to assert any claims (including claims to have liens against additional collateral) or the rights of the Debtor, any committee appointed in this case, or any other entity to contest the validity, priority, perfection or amount of the Secured Claims.

6. That the Debtor will make monthly adequate protection payments to the BANK of \$1,364.83 consisting of principal and interest on the Business Line of Credit and \$296.68 on the Business Installment Loan.

7. Within forty-eight (48) hours of entry of this Interim Cash Collateral Order, the Debtor shall serve a copy of it by regular mail on (i) the Office of the United States Trustee; (ii) counsel for JPMorgan Chase Bank, NA, if any (iii) the creditors identified on Debtor's list of twenty (20) largest unsecured creditors; (iv) other known claimants having liens or security interests in property of Debtor or any committee appointed in this Case; (v) the Internal Revenue Service; and (vi) the Illinois Department of Revenue. Such notice is deemed sufficient pursuant to the Bankruptcy Code, the Bankruptcy Rules and Local Rules.

8. This Interim Cash Collateral Order is immediately enforceable upon entry.

Enter:



Honorable Timothy A. Barnes

United States Bankruptcy Judge

Dated: **FEB 28 2017**

Prepared by:

Joseph E. Cohen
COHEN & KROL
105 W. Madison Street
Suite 1100
Chicago, IL 60602
(312) 368-0300

ATHANAS FENCE CO., INC. CASH COLLATERAL BUDGET - EXHIBIT "B"
Jan. 31, 2017 through March 31, 2017

MONTHLY INCOME:

Sales \$58,115.00

Total Monthly Income:

MONTHLY EXPENSES:

Rent \$1,100.00
Telephone 450.00
Salaries 15,400.00
Insurance 1,641.00

Cash Collateral payment to IRS

Payroll Taxes
Cost of goods 15,000.00

Gas 600.00

IT 300.00

Payment to Chase 1,661.51

Vehicles Payments 2,000.00

Subcontractors:

Ezequiel 6,000.00

Lucas 4,000.00

Ramiro 4,000.00

Total Monthly Expenses: \$50,491.00